



STATE OF OKLAHOMA CONTRACT WITH DIRECT TRAFFIC CONTROL, INC.

This State of Oklahoma Contract is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Direct Traffic Control, Inc. ("Supplier") and is effective March 15, 2022.

Purpose

The State is awarding the Contract to Supplier for the provision of Traffic Striping Paint, Thermoplastic, pavement markers to include labor, materials, and equipment necessary to supply and install various types of traffic stripe and pavement markers for the State of Oklahoma, as more particularly described in certain Contract Documents. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Specific Terms, Attachment C;
 - 2.4. Specifications, Exhibit 1
 - 2.5. Federal Requirement, Exhibit 3
 - 2.6. Federal Regulations, Exhibit 4
 - 2.7. Federal Acknowledgement, Exhibit 5
 - 2.8. Cost Proposal, Exhibit 2

Attachments referenced in this section are attached hereto and incorporated herein.

3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or

substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

DIRECT TRAFFIC CONTROL, INC.

By: *Dan Sivard*

Name: Dan Sivard

Title: State Purchasing Director

Date: Feb 2, 2022

By: *Tim Murphy*
Tim Murphy (Feb 1, 2022 21:26 CST)

Name: Tim Murphy

Title: Vice President

Date: Feb 1, 2022

Tim Tuck
Tim Tuck (Feb 2, 2022 09:28 CST)

Feb 2, 2022

Reviewed & Approved by OMES Legal

ATTACHMENT A
SOLICITATION NO. 0900000516
SW0776 – TRAFFIC STRIPING

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded as a statewide contract for traffic stripe, paint, thermoplastic, multi-polymer and pavement markers to include labor, materials, and equipment necessary to supply and install various types of traffic stripe and pavement markers for the State of Oklahoma in accordance with the following specifications §74.85.45 Oklahoma Minority Business Enterprise Assistance Act.

1. Contract Term and Renewal Options

The initial Contract term, which begins on March 13, 2021, is one year and there are three one-year options to renew the Contract.

2. Scope of Work

Certain Contract requirements and terms are set forth below as Exhibit 1.

.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

EXHIBIT 1
SOLICITATION NO. 0900000516
SW0776 – TRAFFIC STRIPING

The abbreviations and acronyms used in these Solicitation Specifications are based on Section 101.3 Abbreviations and Acronyms (Table 101:1) of the Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction. *ODOT presumes that references mentioned in this Solicitation Specifications are to the latest published edition, unless otherwise specified.*

Scope of Work

This Contract shall be for the entire State as one bid for each Item/Description. The historical spend averages \$3.5 to \$8 million a year. The eight (8) geographical regions of Oklahoma are as follows:

- 1) Division I
 - a. Counties: Adair, Cherokee, Haskell, McIntosh, Muskogee, Okmulgee, Sequoyah, Wagoner.
- 2) Division II
 - a. Counties: Atoka, Bryan, Choctaw, Latimer, LeFlore, McCurtain, Marshall, Pittsburg, Pushmataha.
- 3) Division III
 - a. Counties: Cleveland, Coal, Garvin, Hughes, Johnston, Lincoln, McClain, Okfuskee, Ponotoc, Pottawatomie, Seminole.
- 4) Division IV
- 5) Counties: Canadian, Cleveland, Garfield, Grant, Kay, Kingfisher, Logan, Noble, Oklahoma, Payne.
- 6) Division V
 - a. Counties: Beckham, Blain, Custer, Dewey, Greer, Harmon, Jackson, Kiowa, Roger Mills, Tillman, Washita.
- 7) Division VI
 - a. Counties: Alfalfa, Beaver, Cimarron, Ellis, Harper, Major, Texas, Woods, Woodward.
- 8) Division VII
 - a. Counties: Caddo, Carter, Comanche, Cotton, Grady, Jefferson, Love, Murray, Stephens.
- 9) Division VIII
 - a. Counties: Craig, Creek, Delaware, Mayes, Nowata, Osage, Ottawa, Pawnee, Rogers, Tulsa, Washington.

All Items are to be bid on an installed basis at the locations shown on the plans to be provided to the Contractual Vendor with placement in accordance with the Department's Construction Specifications, Department's Special Provisions, Department Standards, the latest edition of the

MUTCD and the Oklahoma MUTCD Supplement. Plans will be provided after awarded with individual purchase order for specific projects. The Contractual Vendor shall be limited to working on a maximum number of locations at one time as shown on the plans or as directed by the Engineer.

All materials and work performed on this contract shall be in accordance with the Department's Construction Specifications including applicable Special Provisions, the MUTCD, AASHTO M249, the Oklahoma MUTCD Supplement, the Department's Standard Drawings and other details showing installation practices, and project plan notes as well.

If unable to install permanent pavement markings immediately after existing pavement markings are removed (or if installation of permanent pavement markings is required in a location where prior removal is not necessary); temporary pavement markings that conform with ODOT Standards and Specifications shall be installed and maintained for a period not to exceed 72 hours, at which time new permanent pavement markings shall be installed. If inclement weather or other conditions prohibit the installation of new pavement markings within a timely manner, no pavement markings should be removed.

Failure to comply will result in penalties charged to the Contractual Vendor in the amount of \$200.00 per day for each violation, up to a maximum penalty of 50% of the value of work for the work order in violation. All penalties will be deducted from payment.

All required pre-marking prior to placement of any item listed for bid in this contract shall be the responsibility of the Contractual Vendor.

Work Schedules

The Contractual Vendor will be required to furnish a written schedule, detailing his proposed work sequence, upon the request of the Engineer. The Engineer shall reserve the right to direct the Contractual Vendor to a specific work area when such action is deemed necessary. Written schedule is required so that work can be scheduled and inspected.

An extension of contract time for a purchase order may be granted by the Department if the Contractual Vendor finds it impossible for reasons beyond his control; to complete the work within the contract time, provided the Contractual Vendor makes a written request to the Engineer responsible for the area in which the work is to be accomplished for an extension of time setting forth therein the reasons which he believes will justify the request (A plea that insufficient time was specified is not a valid reason for an extension). For each calendar day that any work provided for by the purchase order shall remain uncompleted after the contract time, the sum of \$250.00 per calendar day will be assessed to the Contractual Vendor as a liquidated damage. If an extension is granted, then the liquidated damages would not be charged after the extension deadline.

The Contractual Vendor shall perform work and lane closure in the urban areas between 9:00 AM to 3:00 PM on weekdays. If work and lane closure is proposed to be done after the evening rush hour through before the morning rush hour, then approval must come from the Engineer. No work or lane closure without specific approval from the Engineer on holidays or major travel days associated with a holiday.

Signing

The Contractual Vendor shall provide a quality written and/or drafted Temporary Traffic Control (TTC) Plan in accordance with the MUTCD latest approved edition, MUTCD Chapter 6 latest approved edition, corresponding Oklahoma MUTCD Supplement, and ODOT Standard Drawings. The Contractual Vendor shall submit the TTC Plan to ODOT's local field division and shall not begin any work prior to the written approval by ODOT's local field division.

All TTC devices shall meet crash worthiness according to the Manual for Assessing Safety Hardware (MASH) crash test. Cost for the installation and subsequent removal of all necessary construction traffic control shall be included in the cost of other items of the contract required for completion of work.

Final Clean Up

The Engineer will not assign a Completion Date until the Contractual Vendor complete the work, final clean up and disposal of all waste generated in accordance to Section 104.10 of the Department's Construction Specifications.

Performance Bond

Within 20 calendar days from the date of the work order and prior to starting any work, the Contractual Vendor will deposit with the Resident Engineer responsible for the work a Performance Bond at 100% value per each purchase order issued totaling \$13,500.00 or more under this contract. Failure to supply bonds will result in cancellation of the purchase order and subsequent cancellation of this contract.

For each purchase order issued, the Contractual Vendor will be given 30 calendar days from the date of the work order letter for securing materials; after which the resident engineer will schedule the pre-work conference. The Contractual Vendor will be expected to begin work on or before the 31st calendar day and will complete the work within the specified number of calendar days listed below:

<u>PURCHASE ORDER AMOUNT</u>	<u>CONTRACT TIME (*)</u>
\$0.00 TO \$30,000.00	10 Calendar Days
\$30,001 to \$60,000.00	15 Calendar Days
\$60,001 or more	20 Calendar Days
One additional calendar day for each \$10,000.00 or less increment over \$60,000.00	

(*) Contract time includes time lost per indicated in the above description for Work Schedules.

Line Item Notes for Exhibit 2 – Pricing Template

- (A) All striping 0.050" thickness or less will be installed using spray application.
- (B) All striping over 0.050" thickness installed under this contract will be applied using the extrusion die method.
 - 1. Ribbon extrusion will not be an acceptable method of application for any thickness of thermoplastic markings, unless approved by the Engineer and/or requesting agency contact.
- (C) Design, shape and reflector of the raised pavement markers to meet Section 736 of the Specifications. Shown size is nominal, actual size of raised pavement marker can be slightly different. The Contractual Vendor is to provide any of the colors or combinations specified.
- (D) This item shall include cleaning of the existing marker casting to insure proper installation of the reflective lens in accordance with manufacturers recommendations and in a manner approved by the Engineer and/or requesting agency contact.
- (E) This items intent is to remove Class C Pavement Markers:

- 1. (Asphalt)

While performing the pavement marker removal, the Contractual Vendor shall fill the divot left by the removal of the pavement marker with an asphalt filler patch material. The asphalt filler patch material shall be approved by the engineer.

- 2. (PC Concrete)

While performing the pavement marker removal, the Contractual Vendor shall slightly overfill the divot left by the removal of the pavement marker with a PC concrete patch material. The PC concrete patch material shall be approved by the engineer. Prior to placing this concrete patch material into the marker divots, the surface shall be prepared by sand blasting, followed by an application of an acrylic bonding agent according to the manufacturer's recommendation.

- (F) Equipment used for the removal of the markings may be of any type. Removal of Pavement marking, including grooved markings will conform to the Standard Specifications for Highway Construction and/or Special Provision 857-2.

Use equipment for removing pavement markings that will not damage the pavement surface or pavement texture.

- (G) The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, and Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color 13538. The pigment shall be uniformly distributed throughout the thermoplastic compound.

Daylight Reflectance and Color: The thermoplastic compound after heating for four hours \pm five minutes at $425^{\circ}\text{F} \pm 3^{\circ}\text{F}$ ($218.3^{\circ}\text{C} \pm 2^{\circ}\text{C}$) and cooled at 77°F (25°C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer

angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

*Yellow: Daylight Reflectance.....45 percent min

*Shall meet the coordinates of the following color tolerance chart:

x	0.560	0.490	0.420	0.460
y	0.440	0.510	0.440	0.400

(H) Grooving – the process of placing the traffic stripe material below the pavement by creating a long narrow channel or depression in the road. Work under this item shall consist of grooving the pavement surface in a continuous or regularly spaced fashion for the placement of recessed traffic stripe according to the following specifications:

- I. Follow the Department's Construction Specifications or manufacturer's recommended practice and/or specification (if available) for proper surface preparations (including removal of pre-existing traffic stripe).
- II. In order to protect the pavement before and after grooving, and result in clean, dry and profiled surface to maximize bonding strength for the traffic stripe materials, the Engineer shall approve grooving equipment and manufacturer's recommended practice and/or specification before construction begins.
- III. The Contractual Vendor shall establish control points for measuring offsets and pre-marks along the entire distance of pavement being grooved. Prior to installation of the groove, the Contractual Vendor shall verify the equipment is capable of installing the correct width and spacing of the groove. The control points, pre-marks, and equipment will be reviewed by the Engineer prior to commencement of the work.
- IV. The groove will be considered defective if any edge of the groove varies more than 0.25 inch in a 10-foot length, or if the alignment of the groove visibly deviates from the normal alignment of the road. The Contractual Vendor shall repair any defective groove(s) to the satisfaction of the Engineer. All work in conjunction with this repair shall be performed at no additional cost to the Department.
- V. Upon request by the Engineer, the Contractual Vendor shall supply two accurate, easily readable gauges with which to verify groove depth for the duration of the project. The gauges shall be delivered no less than one week prior to the anticipated beginning of grooving operations. Gauges shall be accompanied by manufacturer's instructions for their use and calibrated per manufacturer's recommendation. The gauges will be returned to the Contractual Vendor at the conclusion of the project.
- VI. The groove shall not be installed continuously for intermittent traffic stripes, but only where stripes are to be applied. The groove shall not be installed on

bridge decks unless provided written instructions to do so from the Engineer, on bridge joints, at drainage structures, at loop detector saw-cut locations, or in other areas identified by the Engineer.

VII. Except for pavement marking tape application, cut the groove to be 1 inch wider than the anticipated traffic stripe width. The top coating of the reflective beads shall be embedded into the stripe, 50% of the bead diameter, and shall be flush to or slightly recessed below the pavement surface. A depth tolerance of +/-10% across the complete width of the groove is acceptable, depending upon pavement surface conditions and stripe type.

VIII. Grooving application of pavement marking tape: follow manufacturer's recommended practice and/or specification including, but not limited to, for proper surface preparations (including removal of pre-existing traffic stripe), cut width, depth, and cleaning, application of adhesive and placement of pre-formed tape. Contractual Vendor to furnish manufacturer's recommended practice and/or specification to the Engineer before work commences. The application of hot inlay of long lines shall not be considered as grooving since the application only requires embedding pavement marking tape into the road surface of fresh asphalt.

IX. If unable to install permanent pavement markings immediately install temporary traffic stripe per C.2.4 of this contract.

(I) Use equipment fitted with a functional data logging system equipment listed on the Department's qualified products list (<http://www.odot.org/traffic/qpl/index.php>). Ensure the data logging system is operational, calibrated, and in use prior to striping operations. Provide the Engineer with a certification that the data logging system equipment meets the manufacturer's recommended calibration, along with the manufacturer's recommendations for equipment calibration frequency.

(J) Raised Rumble Strip.

This pay item specification reference is located in RS1-2 in the ODOT Standards. These Standard drawing is included in this document.

(K) Pavement Marking Tape – High Performance.

Provide high performance tape, with preformed patterns embedded with high-visibility beads, and a polyurethane top coat and designed with a built-in reinforced netting. Tapes shall come with pressure sensitive adhesive on the back of the tape with or without a liner. Apply during 40 deg F (4 deg C) and rising or as recommended by the Manufacturer. Provide high performance contrast tape – with durable black borders for concrete and other light-colored pavement surfaces. Use 6" contrast tape for a 4" white or yellow stripe, and 9" contrast tape for a 6" white or yellow stripe (i.e. 1.5" black + required stripe wide +1.5" black).

(L) Pavement Marking Tape – All Weather.

Provide All Weather tape, with preformed patterns embedded with high-index optics that are highly visible and reflective, rain or shine, day or night, and a polyurethane top coat and designed with a built-in reinforced netting. Tapes shall come with pressure sensitive adhesive on the back of the tape with or without a liner. Apply during 40 deg. F (4 deg. C) and rising or as recommended by the Manufacturer. Provide All Weather contrast tape – with durable black borders for concrete and other light-colored pavement surfaces. Use 6” contrast tape for a 4” white or yellow stripe, and 9” contrast tape for a 6” white or yellow stripe (i.e. 1.5” black + required stripe wide +1.5” black).

OKLAHOMA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION
FOR
TRAFFIC STRIPE PAINT – HIGH BUILD ACRYLIC WATERBORNE

This Draft copy of Special Provision is for use with Statewide Stripping Contract SW776 ONLY

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specification for Highway Construction, English and Metric.

711.06 TRAFFIC STRIPE PAINT – HIGH BUILD ACRYLIC WATERBORNE

These specifications cover waterborne traffic paints for application directly onto bituminous or Portland Cement Concrete pavements or existing traffic stripe composed of solvent based paint, waterborne paint or thermoplastic compounds. Apply with spray equipment at application temperatures of 50 degrees to 120 degrees F [10 deg. C to 49 deg. C]. The paint shall be capable of receiving and holding glass beads for producing reflectorized traffic markings

A. MATERIAL

The traffic marking paint shall consist of a ready-mixed pigmented binder in a one-package system. The traffic marking paint shall be suitable for application on both asphalt concrete and cement concrete pavements at a wet film thickness of 25 mils (0.025 in.).

The finished waterborne traffic marking paint shall be formulated and manufactured from quality material and shall be a fast-drying, water-based, acrylic resin-type paint capable of withstanding air and roadway temperatures without bleeding, staining, discoloring or deforming. The dried paint film shall be capable of maintaining original dimensions and placement without chipping, spalling or cracking. The dry paint film shall not deteriorate from contact with normal roadway chemicals or materials.

B. PIGMENT

The manufacturer may use any pigment, provided it does not contain mercury, lead, chromium, toluene, chlorinated solvents, hydrolysable chlorine derivatives, ethylene-based glycol ethers and their acetates, nor any carcinogen, as defined in Environmental Protection Agency Code of Federal Regulation 29, Section 1910.1200.

C. VEHICLE

The acrylic emulsion polymer used in the manufacture of the High Build Waterborne traffic marking paint shall be Dow® Fastrack™ HD-21A, Arkema Encor® DT 400 or equal.

The High Build waterborne traffic marking paints shall have the following physical properties:

Property (Test Method)	Requirement
Viscosity, 77 Deg., KU (ASTM D562)	83-98
Grind (Hegman Gauge), minimum	3
No-pick-Up Time, @ 25 mils, minutes, max. (ASTM D711),	25
Dry Through Time	See Note*
* The maximum time shall be based on the acrylic emulsion polymers specified in Section C but shall not exceed 150 minutes.	

D. COMPOSITION

The supplier may use any combination of ingredients, provided the finished traffic marking paint satisfies the requirements herein. Sufficient quantities of dispersing, suspending, and anti- skimming agents shall be used to ensure proper manufacture and stability in containers during storage.

E. DURABILITY AND TESTING

The supplier may be required to submit samples of the material, and a history of satisfactory use to Materials Division for testing and evaluation. The sample quantity submitted shall be at the discretion of Materials Division.

Determination of conformance to this specification will include, but will not be limited to, the evaluation of test data from National Transportation Product Evaluation Program (NTPEP) or other Department approved facilities. The maintained retroreflectivity and durability shall be in accordance with the following requirements after being installed on at least one NTPEP test deck in a northern, cold climate region for a minimum of six (6) months, including December, January and February.

- The minimum initial retroreflectivity of beaded lines shall be 250 mcd/m²/lux for white and 165 mcd/m²/lux for yellow when tested in accordance with ASTM E1710.
- The minimum retroreflectivity of beaded lines after 12 months of exposure on the NTPEP test deck shall be 150 mcd/m²/lux for white and 100 mcd/m²/lux for yellow, when measured in the wheel path area for both asphalt concrete and cement concrete pavements.
- The traffic paint shall have a durability rating of at least “6” on a scale of “0” to “10” for both asphalt concrete and cement concrete pavements when tested in the skip line and wheel path of the NTPEP test deck after 12 months.

F. MIXED PAINT

The paint shall be strained before filling using a screen not coarser than 40 mesh (425 μm) or a suitable sieve meeting the approval of the Materials Engineer.

The volatile content of the finished paint shall contain less than 1.25 pounds/ gallon (150 grams/liter) of volatile organic matter per total non-volatile paint material in accordance with ASTM D 3960.

- Color

For white, the color shall closely match Color Chip 37925 of Federal Standard 595b. For yellow, the color shall closely match Color Chip 33538 of Federal Standard 595b. Color determination will be made for markings and the diffuse daytime color of the markings shall be in accordance with the below CIE Chromaticity coordinate limits. Color determination for liquid marking material will be made over the black portion of a 2A or 5C Leneta Chart or equal, at least 24 hours after application of a 15-mil wet film. Color readings will be determined in accordance with the requirements of ASTM E 1349 using CIE 1931 2o standard observer and CIE standard illuminant D65.

CIE Chromaticity Coordinate Limits (Initial)								
	x	y	x	y	x	y	x	y
White	0.355	0.355	0.305	0.305	0.285	0.325	0.335	0.375
Yellow	0.510	0.490	0.473	0.453	0.490	0.432	0.537	0.462

- Flexibility

The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P- 1952B.

- Water Resistance

The paint shall conform to Federal Specification TT-P-1952B. There shall be no blistering or appreciable loss of adhesion, softening or other deterioration after examination.

- Freeze-Thaw Stability

The paint shall show no coagulation, discoloration or change in consistency greater than 10 Kreb Units, when tested in accordance with Federal Specification TT-P- 1952E.

- Heat Stability

The paint shall show no coagulation, discoloration or change in consistency greater than 10 Kreb Units, when tested in accordance with Federal Specification TT-P- 1952E.

- Dilution Test

The paint shall be capable of dilution with water at levels without curdling or precipitation such that the wet paint can be readily cleaned up with water only.

Storage Stability

After 30 days storage in three-quarters (3/4) filled, closed container, the paint shall show no caking that cannot be readily remixed to a smooth, homogeneous state, no skinning, livering, curdling, or hard settling. The viscosity shall not change more than 5 Kneb Units from the viscosity of the original sample.

- Contrast Ratio

The minimum contrast ratio shall be 0.98 when applied to a wet film thickness of 15 mils (381 μm) on a 2A Leneta Chart or equal and air dried for 24 hours. Contrast Ratio = Black/White.

- Reflectance

The daylight directional reflectance of the white paint shall not be less than 84% and not less than 50% for yellow paint of a 15 mils (381 μm) wet film applied to a 2A Leneta Chart or equal. After drying 24 hours, measure the reflectance of the paint over the black portion of the chart using a Colorimeter and test method ASTM E1347 (replaces ASTM E97).

Provide white and yellow films with an initial minimum reflectance value at observation angles of 1.050 and an 88.760 entrance angle, measured in accordance with ASTM E1710. Ensure the specific luminance is measured in millicandelas per square foot per foot-candle ($\text{mcd}/\text{ft}^2/\text{fc}$) [millicandelas per square meter per lux ($\text{mcd}/\text{m}^2/\text{lx}$)].

Table 711:1		
White and Yellow Film Reflective Properties		
Property	White	Yellow
Specific luminance, $\text{mcd}/\text{ft}^2/\text{fc}$, (ASTM E1710)	550	410

- Bleeding

The paint shall have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Specification TT-P-1952E. The asphalt saturated felt shall conform to ASTM D 226 for Type I.

- Abrasion Resistance

No less than 50 gal of sand shall be required for removal of the paint film when tested in accordance with Federal Specification TT-P-1952E.

- No-Tracking Time Field Test

The paint shall dry to a no-tracking condition under traffic in ninety (90) seconds maximum when applied at 15 mils \pm 1 mil (381 μm \pm 25 μm) wet film thickness plus six (6) pounds of glass beads per gallon of paint under 129.2 deg. F (54 deg. C). "No tracking" shall be determined by passing over an applied test line at approximately 30 degrees with a standard size passenger car or pickup truck. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of 50 ft. (15.2 m) shall be considered as conforming to the dry-time requirements.

- **Dry Through Time**

The paint shall be applied to a non-absorbent substrate at a wet film thickness of 15 mils \pm 1 mil (381 μm \pm 25 μm) and placed in a humidity chamber controlled at 50

\pm 5% R.H. and 72.5 \pm 2.5 degrees F. The dry through time shall be determined according to ASTM D1640, except that the pressure exerted shall be the minimum needed to maintain contact with the thumb and film.

G. MANUFACTURE

All ingredient materials shall be delivered in the original containers and shall be used without adulteration.

H. MINIMUM QUALIFICATIONS

No response will be considered unless the firm submitting the response can meet the following conditions:

That it has in operation a plant adequate for and devoted to manufacture of the pavement marking paint that it proposes to furnish, and is capable of producing batch sizes of at least 3,000 gallons and consistent with the quantities to be delivered.

That it maintains a laboratory to scientifically control the product quoted upon to assure accuracy and quality of formulation.

That it has produced high build waterborne paint over the last two (2) years with a successful application record. At least three (3) separate and independent references shall be furnished with the response. The Department reserves the right to contact the provided references and request additional references prior to awarding any contracts.

All other policies and regulation regarding qualification of suppliers, were not in conflict with these provisions, shall apply.

I. QUALIFICATION OF PAINT

Successful supplier(s) shall submit a type "A" certification in accordance with subsection 106.04 of the 2009 Oklahoma Standard Specifications for Highway Construction and state that all materials and final products meet the above specifications.

The certification supplied by the manufacturer shall include reference to the specific NTPEP test deck to which the paint formulation was applied, including NTPEP identification numbers and report numbers.

J. ACCEPTANCE

The State of Oklahoma reserves the right to make field tests of material prior to award to determine its suitability for application in its equipment and for purposes of determining compliance with the drying time requirements of this specification. The quantity of paint for this procedure shall be no less than 50 gallons of each color and shall be furnished at no cost to the department.

After storage for periods of up to 9 months from the date of packaging the material shall meet the following:

- The pigment shall not settle badly or cake in the container, nor shall the paint skin nor thicken in storage sufficiently to cause an undesirable change in consistency or show spoilage.
- The paint shall comply with all the provisions of these specifications and be capable of being re-dispersed with a paddle to a smooth, homogeneous condition of useable consistency.
- Any paint furnished under this contract that does not meet these provisions, or that cannot be satisfactorily applied shall be disposed of by the supplier and immediately replaced with acceptable material entirely at the supplier's expense, including handling and transportation charges.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR
ALL WEATHER REFLECTIVE BONDED CORE ELEMENTS
FOR TRAFFIC STRIPE (Thermoplastic and Multipolymer)**

This Draft copy of Special Provision is for use with Statewide Stripping Contract SW776 ONLY

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specification for Highway Construction, English and Metric.

711.07 Reflective Bonded Core Elements

A. General

This work shall consist of furnishing and installing bonded core reflective elements (elements) as a part of a multiple component, retroreflective traffic marking system in accordance with this provision and in reasonably close conformance to the dimensions and lines shown on the plans or established by the engineer.

This specification describes the bonded core reflective elements used to reflectorize thermoplastic and multipolymer pavement marking binder materials at a rate specified by the engineer. Due cost of the elements, this specification recommends elements to be applied on grooved or inlaid thermoplastic or multipolymer traffic markings.

The binder material shall be applied in a liquid state, by methods as called out in the plans, and immediately followed by application of bonded core reflective elements and glass beads. The resulting traffic marking system shall produce a stripe of specified thickness, length, and width that is retroreflective in dry and wet conditions and capable of resisting deformation by traffic.

B. Materials

Provide elements containing either clear or yellow tinted composite cluster comprised of a core element and shall contain an outer shell containing elements surrounding it. The shell elements shall be permanently attached to the core element. The core and shell elements shall be manufactured from glass, ceramic, or silica.

All “dry-performing” elements shall have a minimum refractive index of 1.9 when tested using the liquid immersion method. All “wet-weather-performing” elements shall have a minimum refractive index of 2.40 when tested using the liquid immersion method.

(1) Reflective Elements for Thermoplastic Markings

The elements shall be coated by manufacturer's recommendations for application within thermoplastic binder. Fifty (50) percent of the elements shall have refractive index of 1.9 (dry performing) and fifty (50) percent shall have a refractive index of 2.4 (wet-weather performing). Since formulations may vary, the Engineer should test for ultimate compatibility and performance.

(2) Reflective Elements for Multipolymer Markings

The elements shall be coated by manufacturer's recommendations for application within multipolymer binder. Fifty (50) percent of the elements shall have refractive index of 1.9 (dry performing) and fifty (50) percent shall have a refractive index of 2.4 (wet-weather performing). Since formulations may vary, the Engineer should test for ultimate compatibility and performance.

(3) Acid Resistance

A sample of bonded core reflective elements supplied by the manufacturer shall show resistance to corrosion of their surface after 24-hr exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7 cc of concentrated acid into 1000 cc of distilled water.

CAUTION: Always add the concentrated acid into the water, not the reverse.

C. Reflectance

Provide white and yellow films with an initial minimum reflectance value at observation angles of 1.05° and an 88.76° entrance angle, measured in accordance with ASTM E1710. Ensure the specific luminance is measured in millicandelas per square foot per foot-candle (mcd/ft²/fc) [millicandelas per square meter per lux (mcd/m²/lx)].

Table 711:4		
White and Yellow Film Reflective Properties		
Property	White	Yellow
Specific luminance, <i>mcd/ft²/fc</i> , Dry (ASTM E1710)	550	410
Specific luminance, <i>mcd/ft²/fc</i> , Wet recovery (ASTM E2177)	300	250
Specific luminance, <i>mcd/ft²/fc</i> , Wet continuous (ASTM E2176 and E2832)	100	75

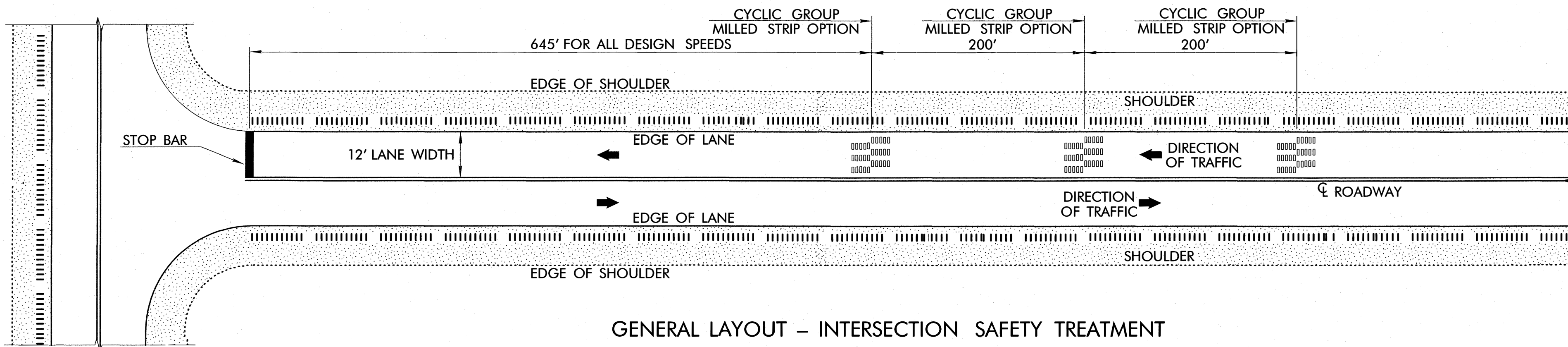
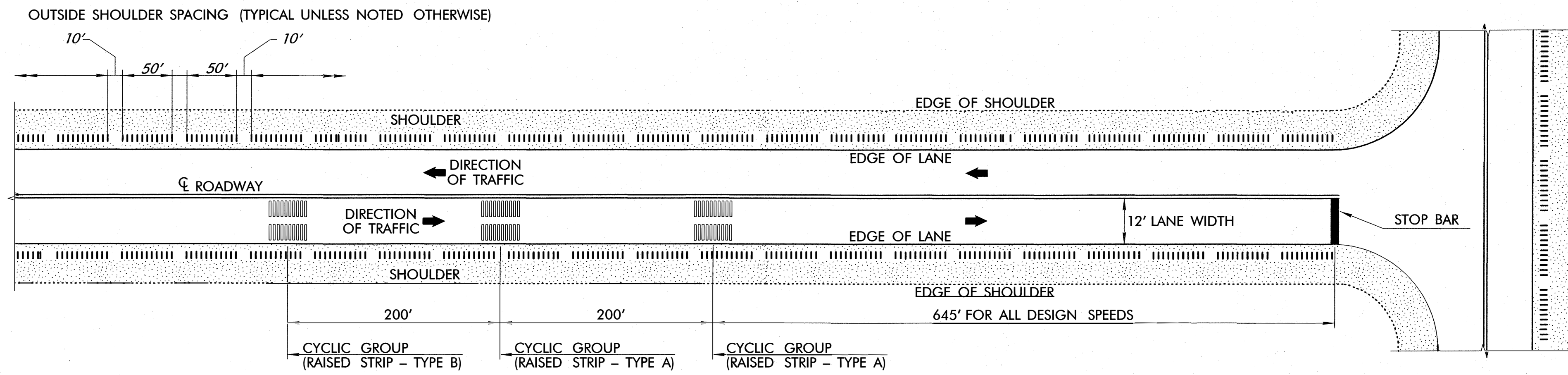
A. Application of Reflective Elements and Glass Beads

The elements shall be dropped immediately after binder application. The reflective media consists of retroreflective elements followed by glass beads called “double-drop” and shall be applied to

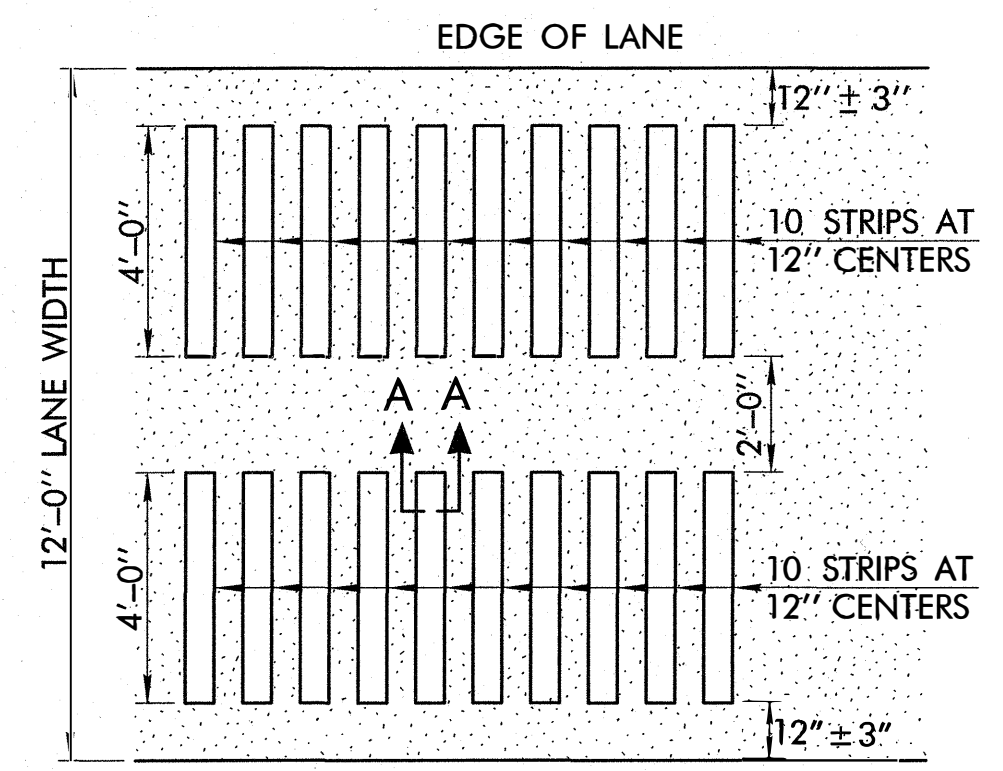
achieve the application rates shown in the following table.

Apply standard reflective elements at a coverage rate of at least 6.6 lb per 100 ft² [3 kg per 10 m²] before applying Type IV beads. A second drop of glass beads is necessary to improve physical characteristics, durability of finished markings, and to assure expected track-free times. The glass beads usually provide some measure of increase visibility during dry conditions as well. Apply Type IV glass beads per Table 711:05.

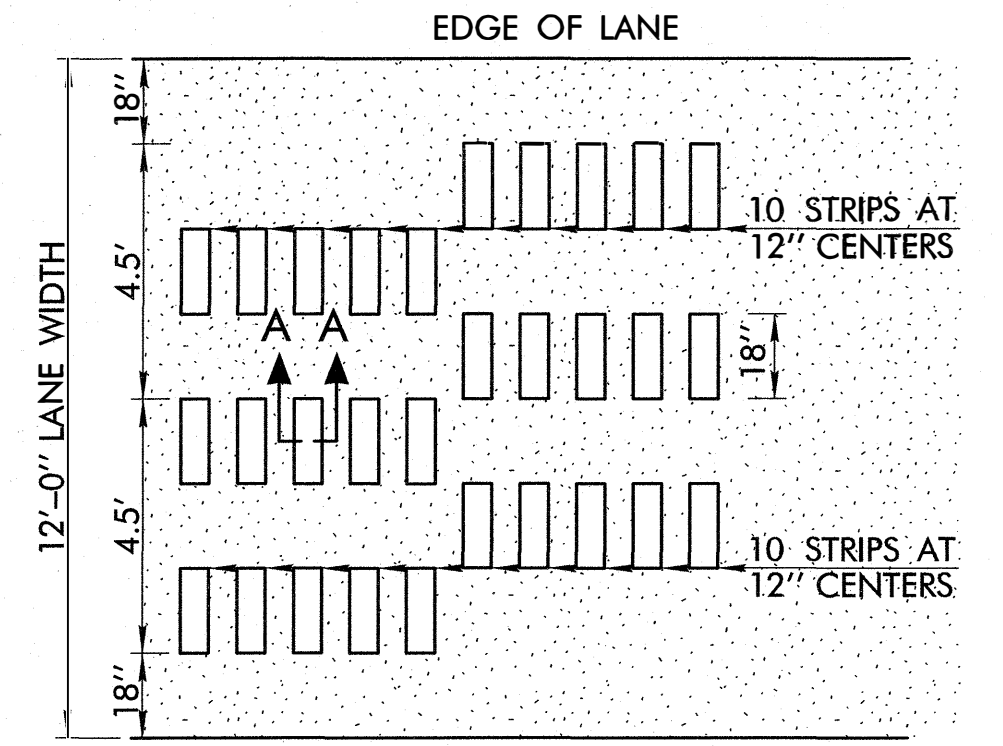
B. Table 711:05		
C. Type III Glass Beads Application Rates		
D. Units	E. Application Rates (Multipolymer)	F. Application Rates (Thermoplastic)
G. Pounds per 100 ft²	H. 15 – 27.5	I. 9.92 – 15.87
J. Kg per 10 m²	K. 6.8 – 12.50	L. 4.4 – 7.2



GENERAL LAYOUT - INTERSECTION SAFETY TREATMENT

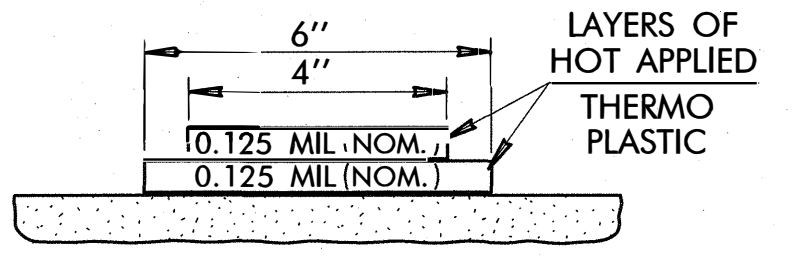


RAISED CYCLIC GROUP (TRANSVERSE RUMBLE STRIPS)

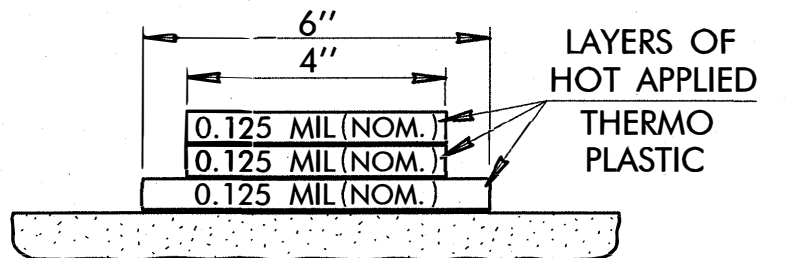


MILLED CYCLIC GROUP (TRANSVERSE RUMBLE STRIPS)

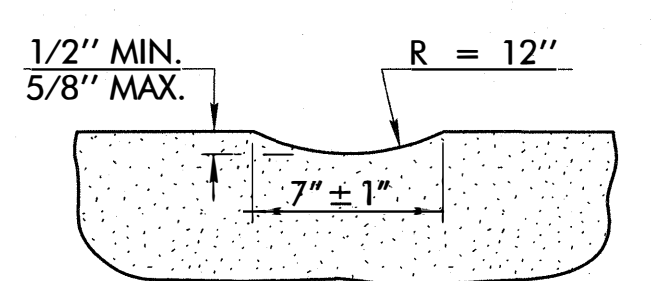
REVISIONS		DATE
DESCRIPTION		



SECTION A - A
RAISED STRIP - TYPE A CYCLIC GROUP



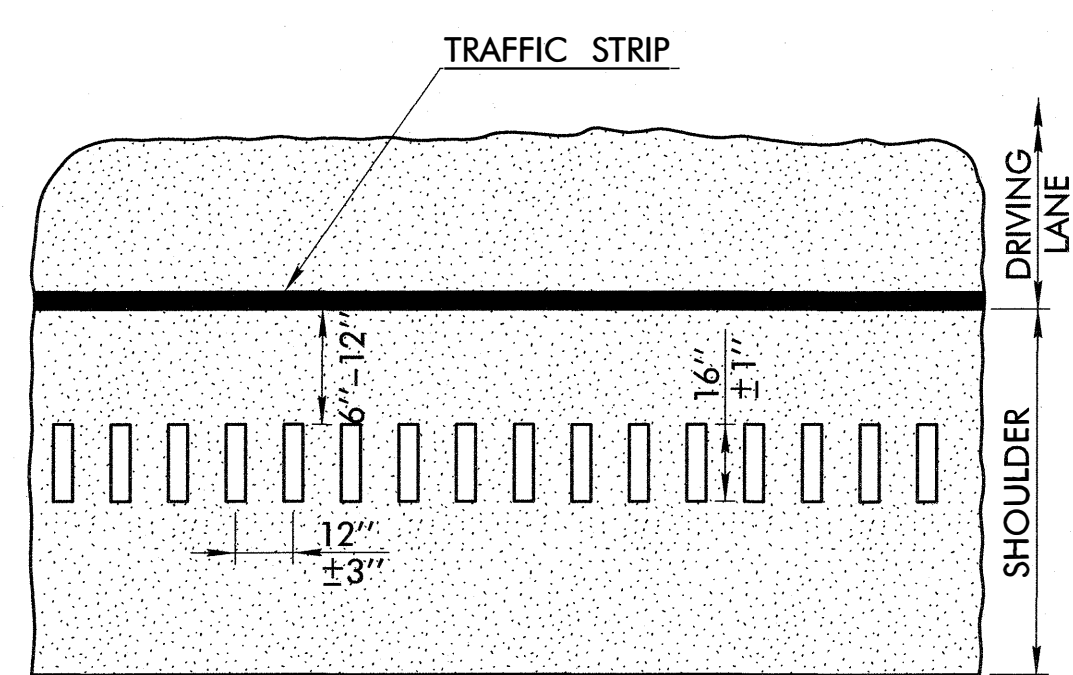
SECTION A - A
RAISED STRIP - TYPE B CYCLIC GROUP



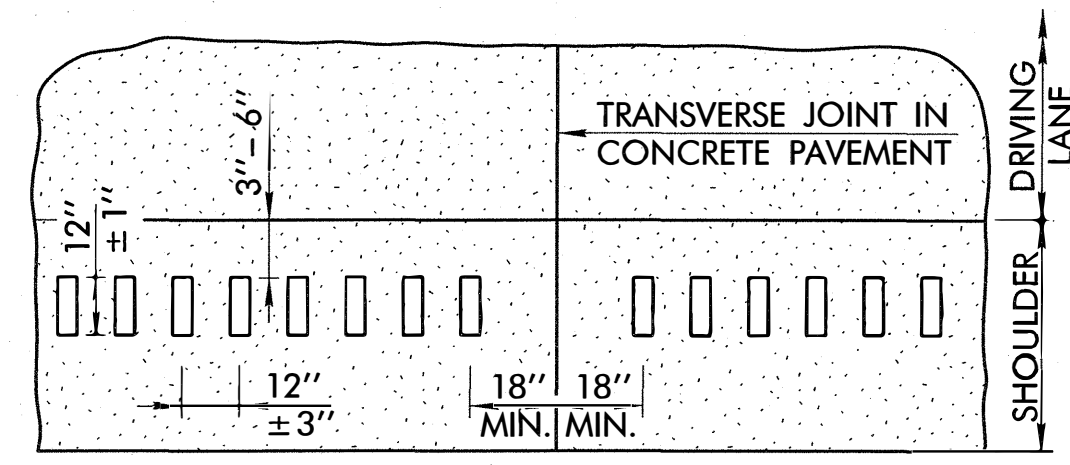
SECTION A - A
MILLED STRIP OPTION CYCLIC GROUP

GENERAL NOTES

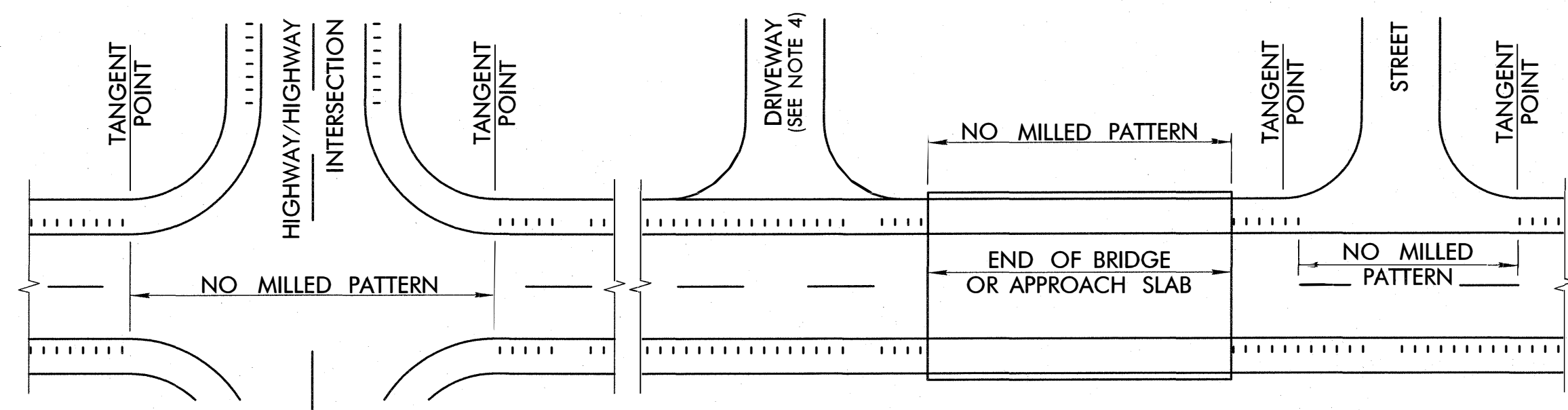
- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
- MATERIALS SPECIFICATIONS FOR RAISED RUMBLE STRIPS SHALL CONFORM TO SECTION 711.01 OF THE SPECIFICATIONS.
- FOR CYCLIC GROUP TRANSVERSE RUMBLE STRIP, THE MILLED STRIP OPTION IS THE PREFERRED METHOD OF INSTALLATION. THE RAISED STRIP OPTION MAY BE USED IN LIEU OF THE MILLED STRIP, WHEN APPROVED BY THE ENGINEER.
- WHERE A DRIVEWAY INTERSECTS THE HIGHWAY, THE SHOULDER RUMBLE STRIP SHALL NOT BE BROKEN. THERE COULD BE EXCEPTIONS TO THIS POLICY. IF THE FIELD DIVISION ENGINEER, OR HIS/HER REPRESENTATIVE, DETERMINES THE DRIVEWAY TO BE A HEAVILY USED COMMERCIAL, INDUSTRIAL OR SUBDIVISION DRIVEWAY, IF AN EXCEPTION IS MADE, THE LOCATION AND EXTENT OF THE BREAK IS TO BE DETERMINED BY THE FIELD DIVISION ENGINEER OR HIS/HER REPRESENTATIVE.
- THE GAPS IN THE RUMBLE STRIPS SHALL BE 10 FEET LONG. THE LENGTH OF THE CONTINUOUS PORTION OF THE RUMBLE STRIP SHALL BE 50 FEET. THE GAP AND CONTINUOUS PORTION COMPLETES A CYCLE LENGTH OF 60 FEET. IMMEDIATELY FOLLOWING ANY OTHER GAPS (E.G. INTERSECTING ROADS, ETC.) THE CONTINUOUS PORTION OF THE 50 FEET RUMBLE STRIP SHALL START OVER. A 10 FOOT GAP SHALL NOT BE PLACED ADJACENT, OR VERY CLOSE, TO OTHER GAPS THAT OCCUR FOR OTHER REASONS WITHIN THIS STANDARD.
- PAYMENT FOR THIS PAY ITEM SHALL BE BASED ON THE TOTAL LINEAR FEET, INCLUDING THE NORMAL 10 FOOT GAP. GAPS FOR OTHER AREAS SHALL BE EXCLUDED, FOR EXAMPLE, GAPS ACROSS STREETS, OTHER HIGHWAYS, MEDIAN OPENINGS, RAMPS, AND TRANSVERSE JOINTS.
- THE RAISED STRIP (THERMOPLASTIC) OPTION OR THE MILLED STRIP OPTION SHALL BE INCLUDED IN THE PRICE BID FOR THIS PAY ITEM.



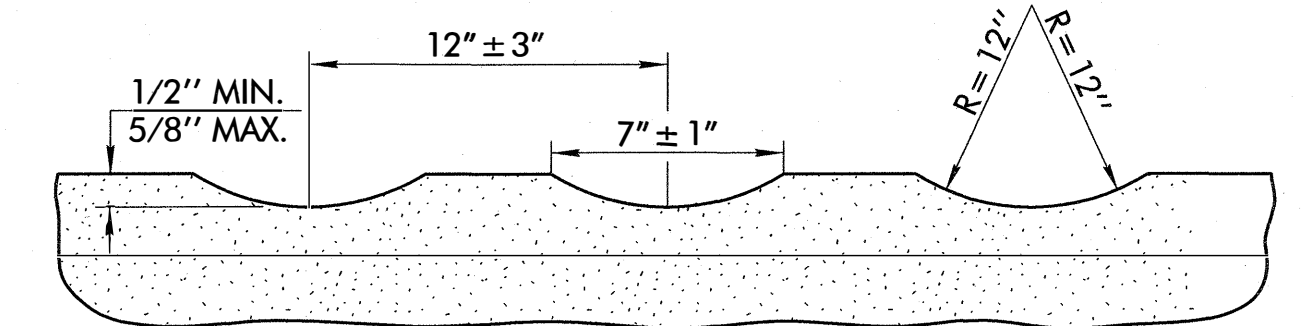
TYPICAL SPACING IN ASPHALT PAVED SHOULDERS GREATER THAN 4' WIDE



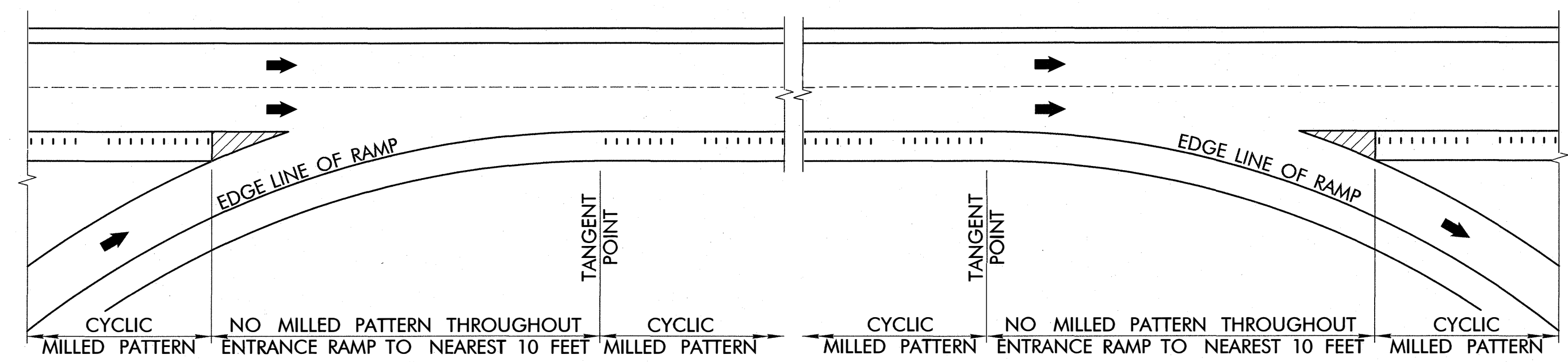
TYPICAL SPACING IN 4' OR LESS PAVED SHOULDERS



GENERAL LAYOUT AT INTERSECTIONS AND BRIDGES



TYPICAL SECTION THROUGH CYCLIC MILLED PATTERN



GENERAL LAYOUT AT ENTRANCE RAMP

GENERAL LAYOUT AT EXIT RAMP

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
413 (B)	RUMBLE STRIP - METHOD HMA-CYC	(6) L.F.
413 (D)	RUMBLE STRIP - METHOD PCC-CYC	(6) L.F.
413 (B)	RUMBLE STRIP - METHOD HMA-CYC GROUP	(7) E.G.
413 (D)	RUMBLE STRIP - METHOD PCC-CYC GROUP	(7) E.G.

APPROVED BY
TRAFFIC ENGINEER: *[Signature]* DATE: 7-14-16

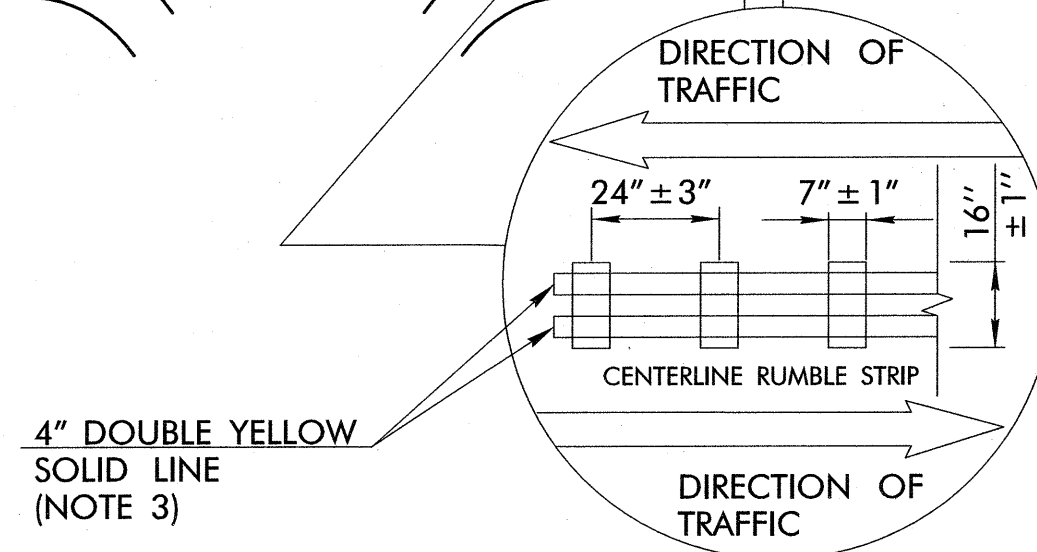
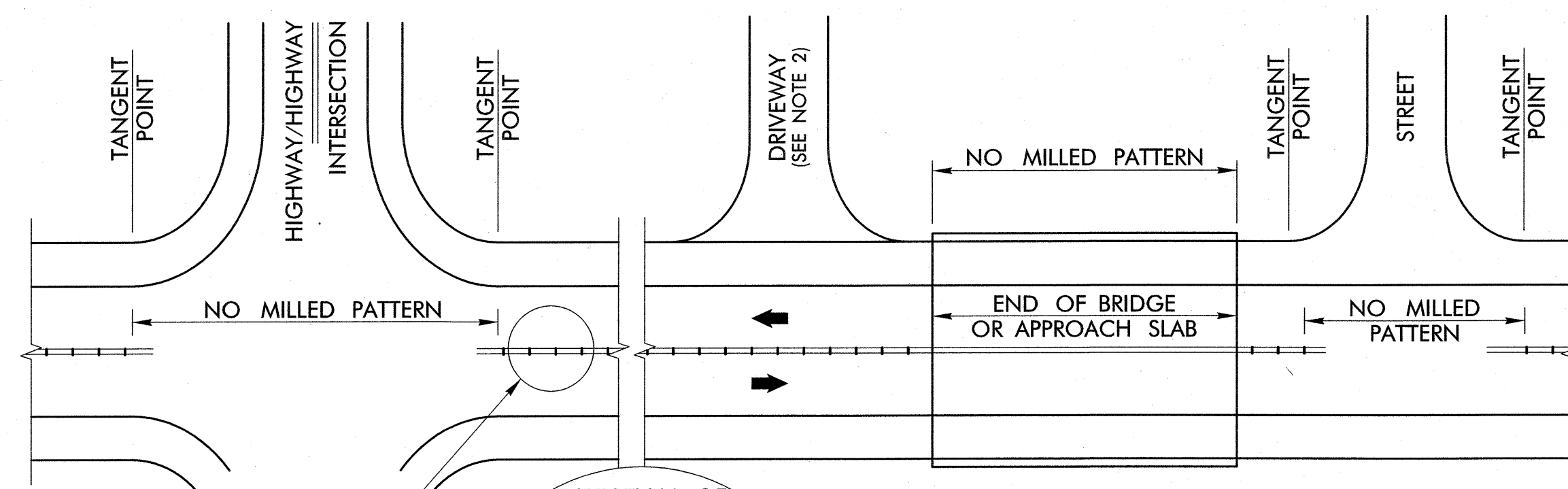
TRAFFIC STANDARD
CYCLIC RUMBLE STRIP
(NON-INTERSTATE
SYSTEM ONLY)

2009 SPECIFICATIONS

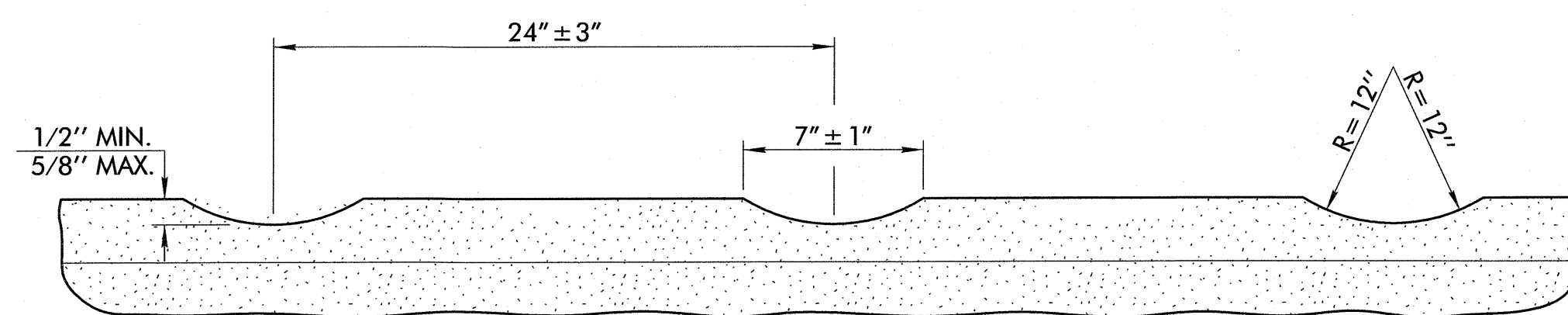
RS1-2	00
T-611	

33550-ATSSS
Pay Items Corrected
2/5/2017, HB

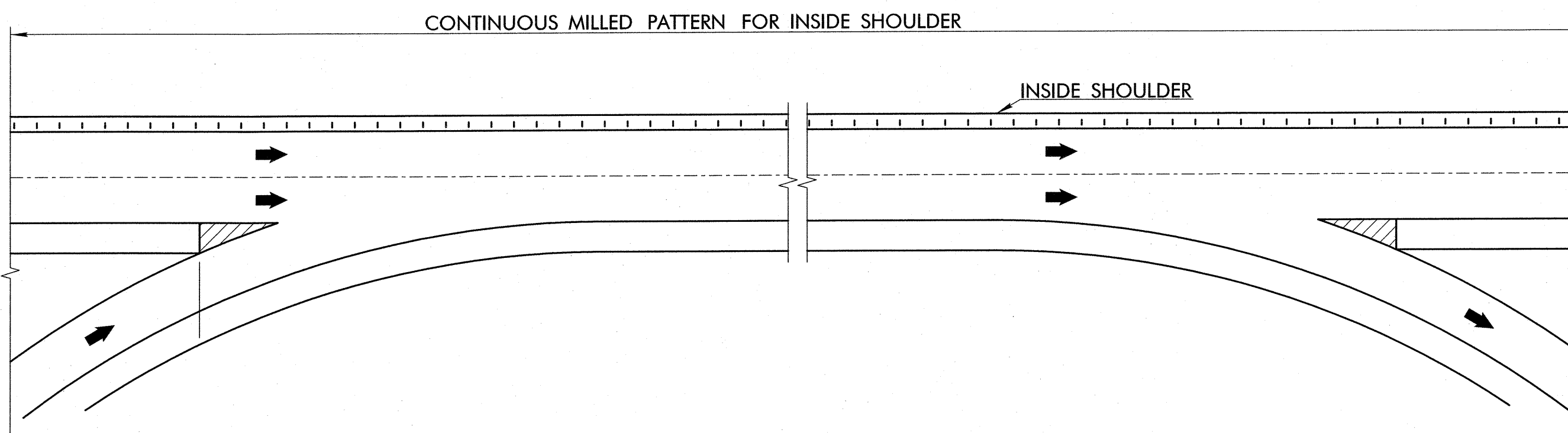
REVISIONS	
DESCRIPTION	DATE



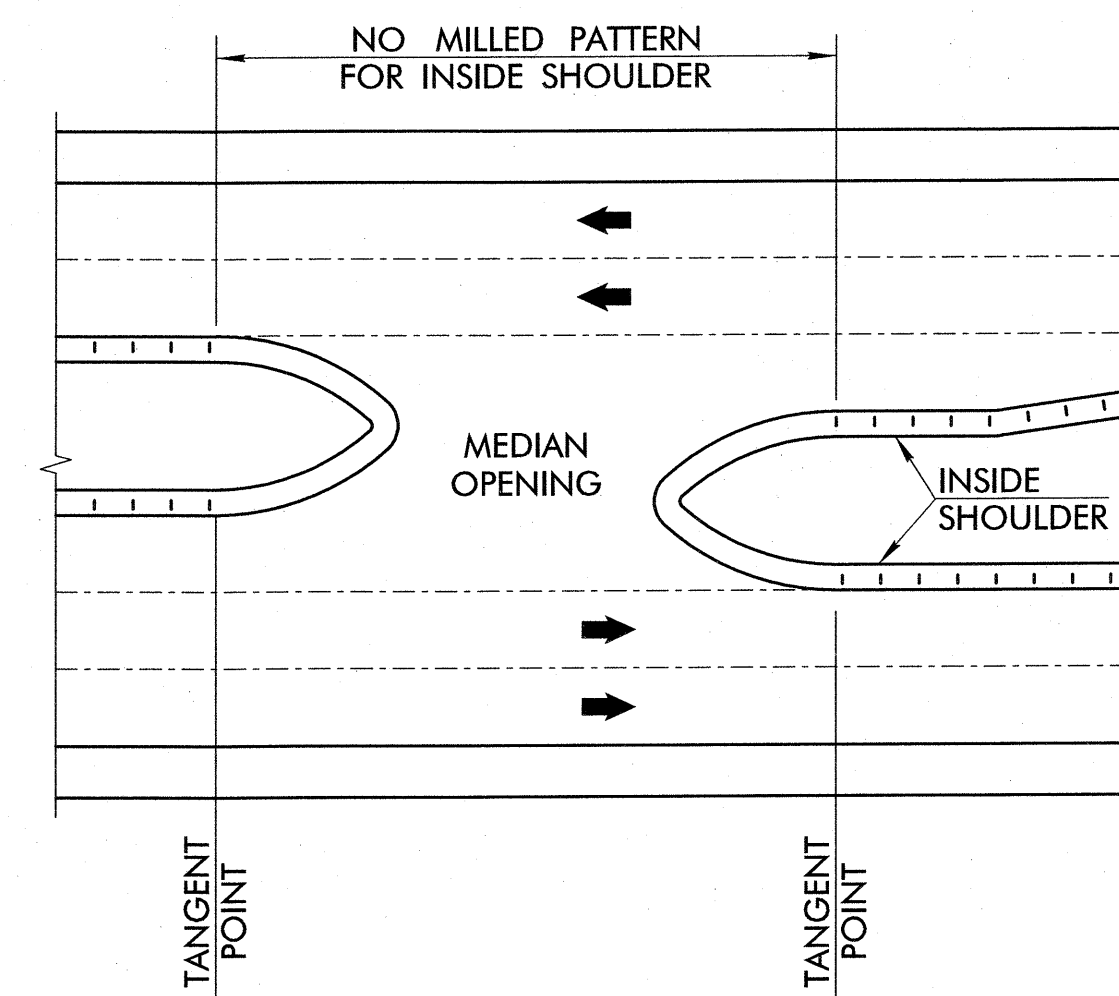
GENERAL LAYOUT FOR CENTERLINE RUMBLE STRIP
AT INTERSECTIONS AND BRIDGES



TYPICAL SECTION THROUGH CONTINUOUS MILLED PATTERN
CENTERLINE RUMBLE STRIP
(SEE NOTE 4 FOR ADDITIONAL APPLICATIONS)

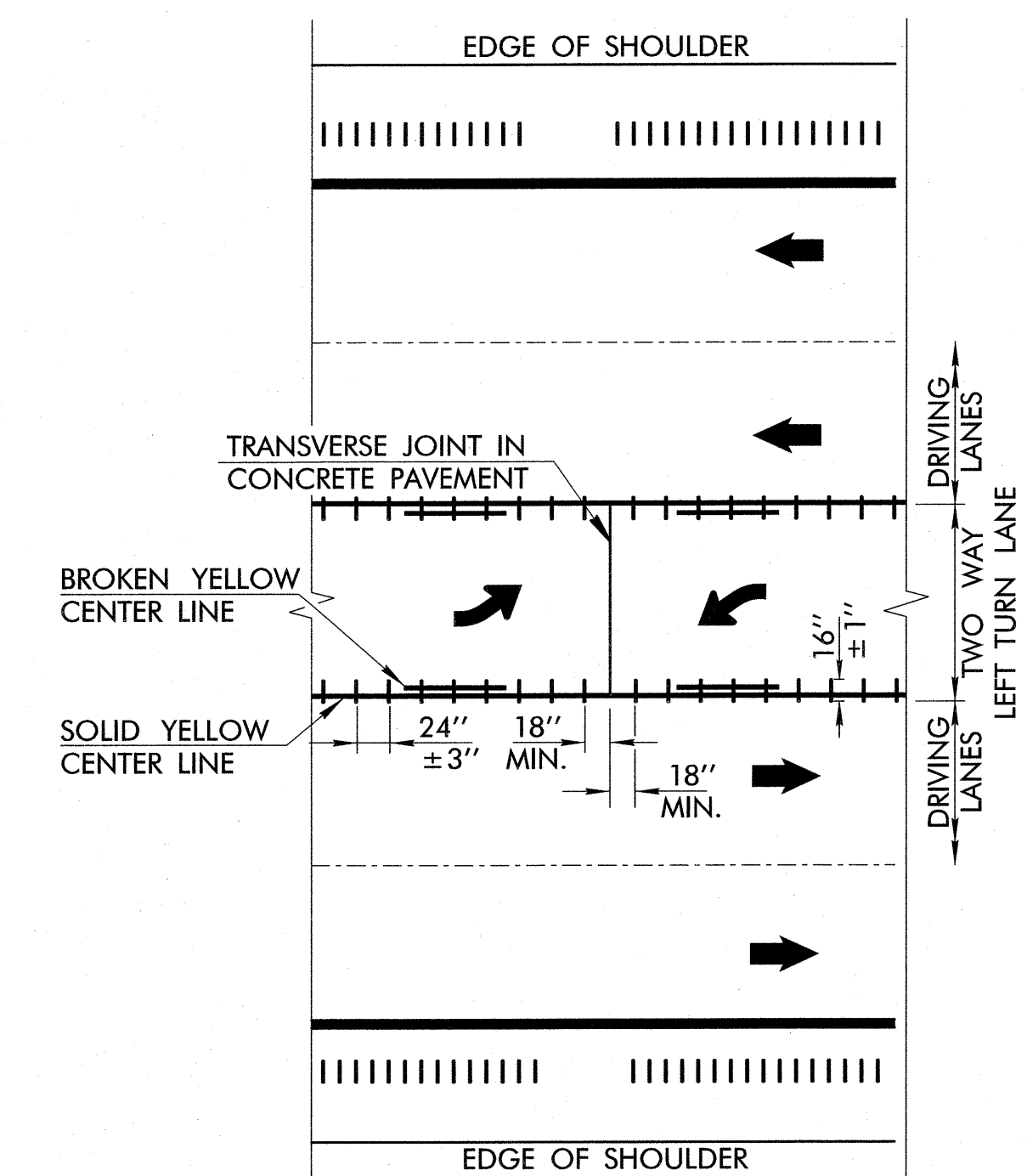


GENERAL LAYOUT AT ENTRANCE RAMP

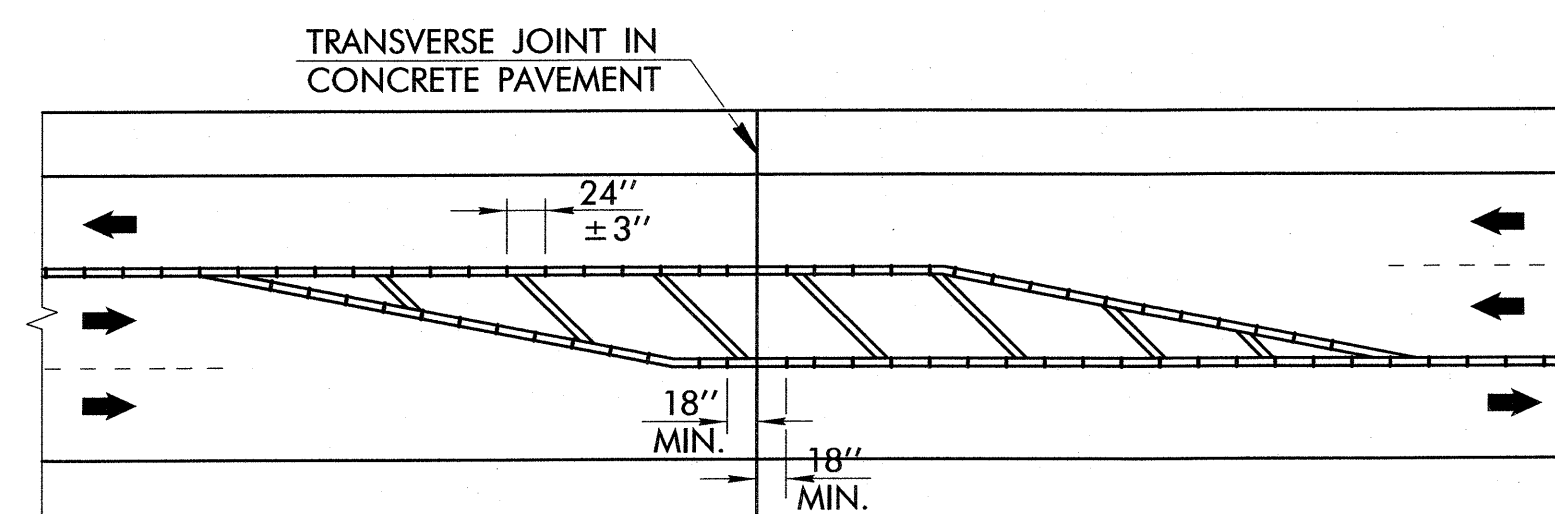


GENERAL LAYOUT
INSIDE SHOULDERS AND MEDIAN OPENING

GENERAL LAYOUT AT EXIT RAMP



TYPICAL SPACING
TWO WAY LEFT TURN LANES
(TWLTL)

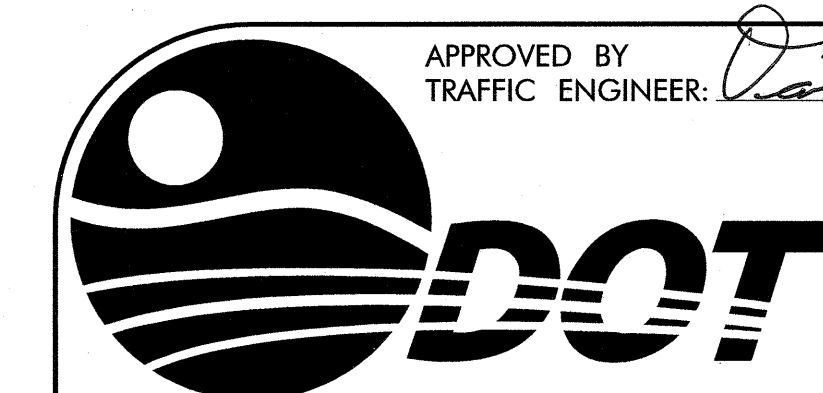


GENERAL LAYOUT FOR CENTERLINE RUMBLE STRIP
AT SUPER TWO TRANSITION
(TWO-WAY THREE LANE HIGHWAY)

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
2. WHERE A DRIVEWAY INTERSECTS THE HIGHWAY, THE CENTERLINE RUMBLE STRIP SHALL NOT BE BROKEN. THERE COULD BE EXCEPTIONS TO THIS POLICY IF THE FIELD DIVISION ENGINEER, OR HIS/HER REPRESENTATIVE, DETERMINES THE DRIVEWAY TO BE A HEAVILY USED COMMERCIAL, INDUSTRIAL OR SUBDIVISION DRIVEWAY. IF AN EXCEPTION IS MADE, THE LOCATION AND EXTENT OF THE BREAK IS TO BE DETERMINED BY THE FIELD DIVISION ENGINEER OR HIS/HER REPRESENTATIVE.
3. APPLY PAVEMENT MARKINGS OVER THE CENTER LINE AND TWO WAY LEFT TURN LANE RUMBLE STRIP FOR NORMAL PAVEMENT MARKING SPACING.
4. PAYMENT FOR THIS PAY ITEM SHALL BE BASED ON THE TOTAL LINEAR FEET. GAPS, FOR EXAMPLE, ACROSS STREETS, OTHER HIGHWAYS, MEDIAN OPENINGS, RAMPS, AND TRANSVERSE JOINTS, SHALL BE EXCLUDED. THIS PAY ITEM IS TO BE USED FOR CENTERLINE, TWO WAY LEFT TURN LANES, AND INSIDE SHOULDER APPLICATIONS

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
413 (A)	RUMBLE STRIP - CENTERLINE HMA-CON	(4) L.F.
413 (C)	RUMBLE STRIP - CENTERLINE PCC-CON	(4) L.F.



APPROVED BY
TRAFFIC ENGINEER: *[Signature]* DATE: 7-14-16

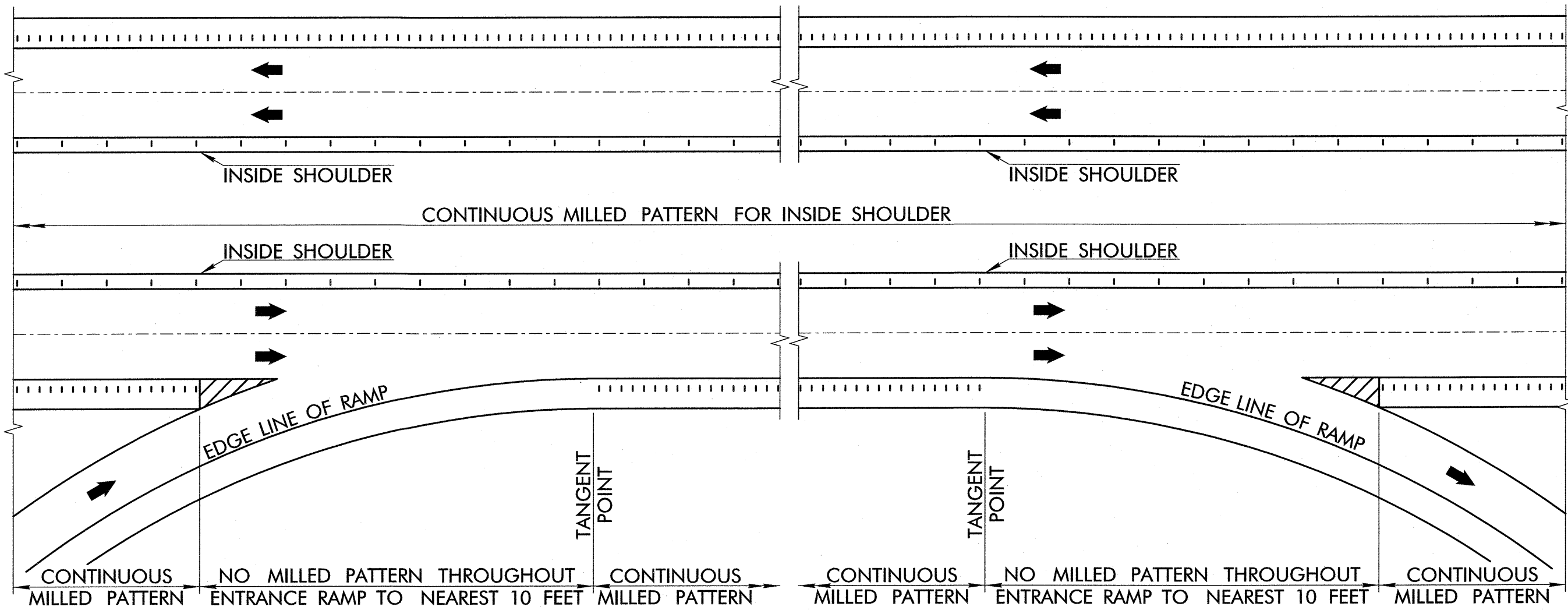
TRAFFIC STANDARD
CENTERLINE RUMBLE STRIP
(NON-INTERSTATE
SYSTEM ONLY)

2009 SPECIFICATIONS

RS2-2 00

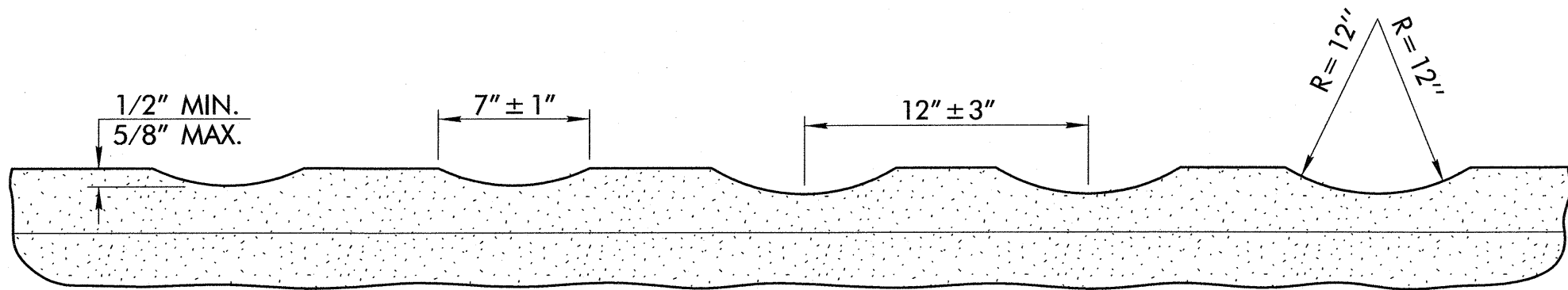
T-612

REVISIONS		
DESCRIPTION		DATE

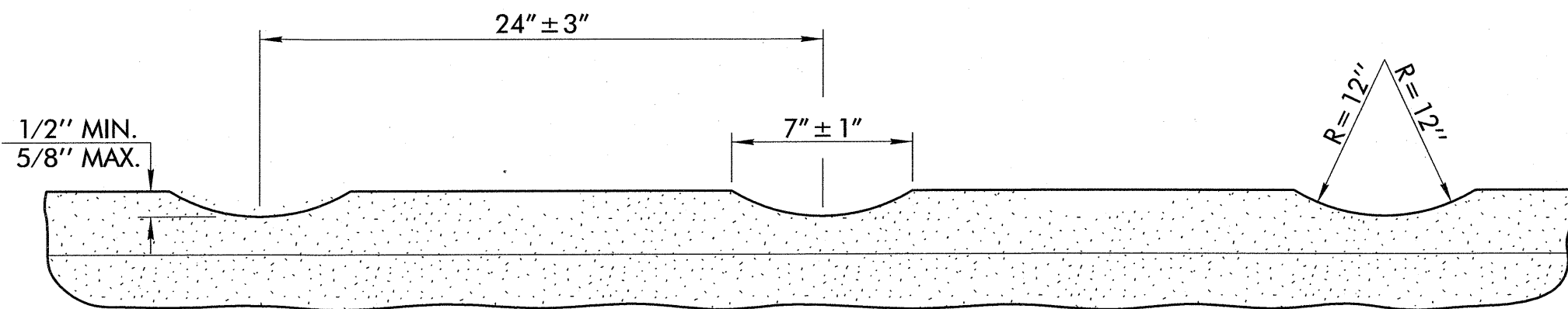


GENERAL LAYOUT AT ENTRANCE RAMP

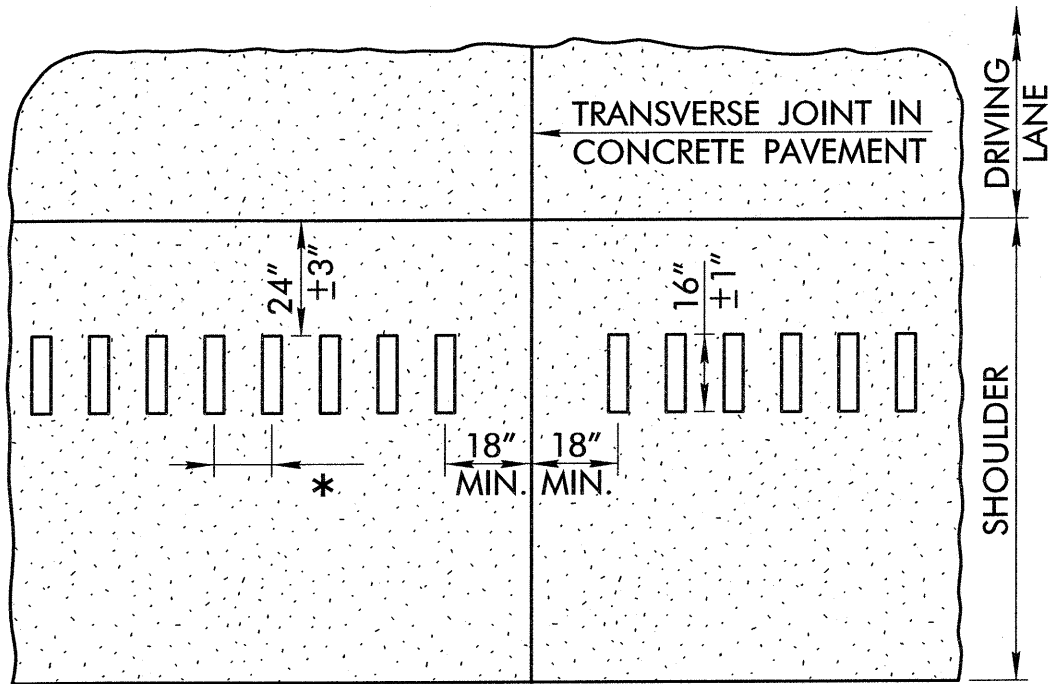
GENERAL LAYOUT AT EXIT RAMP



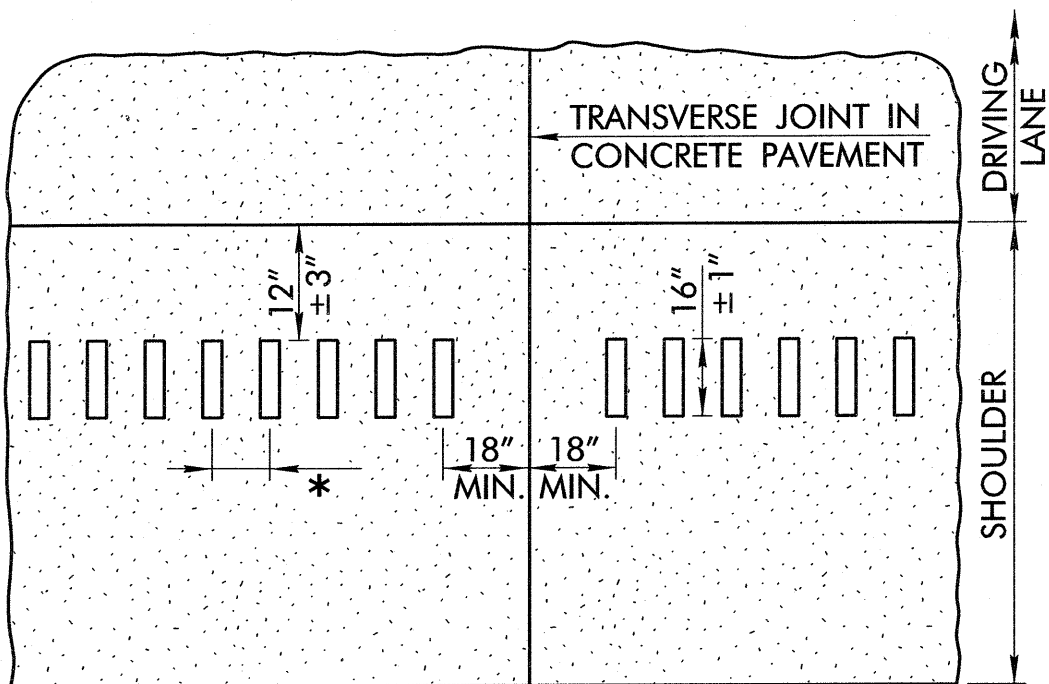
TYPICAL SECTION THROUGH CONTINUOUS MILLED PATTERN AT OUTSIDE SHOULDERS ONLY



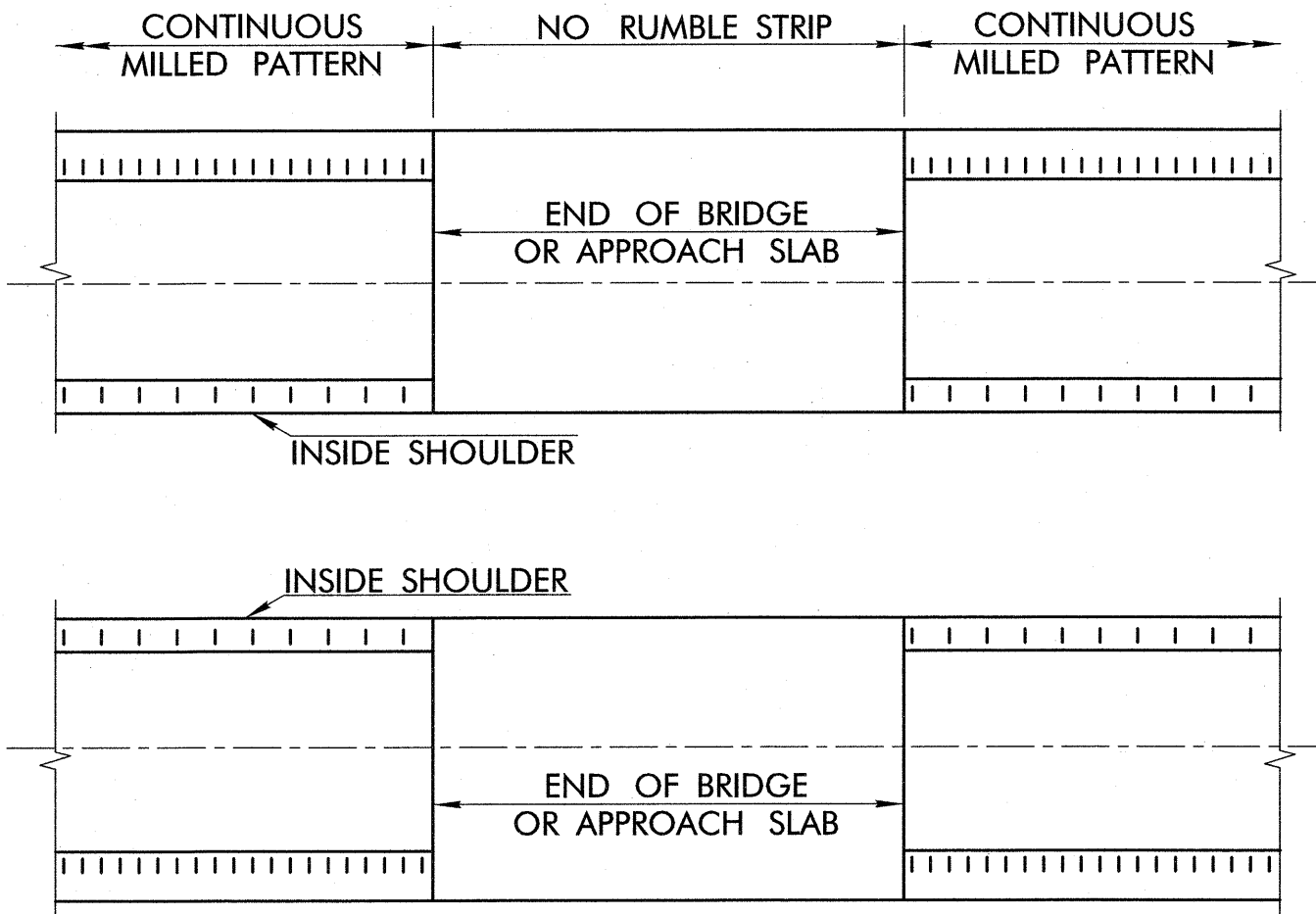
TYPICAL SECTION THROUGH CONTINUOUS MILLED PATTERN AT INSIDE SHOULDERS ONLY



TYPICAL SPACING IN PAVED SHOULDERS GREATER THAN 4' WIDE
* INSIDE SHOULDER: 24" ± 3"
OUTSIDE SHOULDER: 12" ± 3"



TYPICAL SPACING IN PAVED SHOULDERS 4' WIDE OR LESS
* INSIDE SHOULDER: 24" ± 3"
OUTSIDE SHOULDER: 12" ± 3"

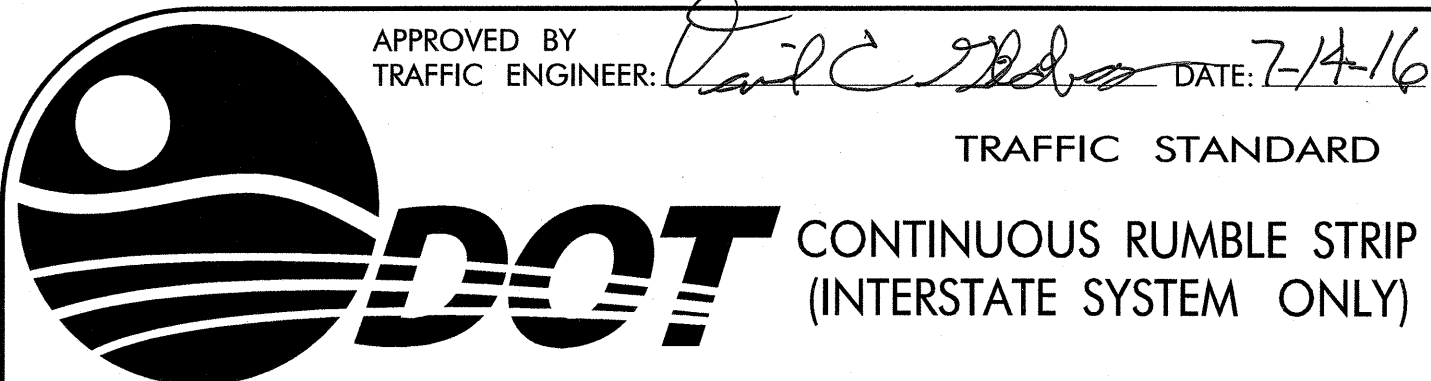


GENERAL LAYOUT AT BRIDGE LOCATIONS

GENERAL NOTES

- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
- PAYMENT FOR THIS PAY ITEM SHALL BE BASED ON THE TOTAL LINEAR FEET. GAPS FOR RAMP, AND TRANSVERSE JOINTS, SHALL BE EXCLUDED.
- REFER TO GERNERAL NOTES ON RS1-1 AND RS2-1 FOR MORE INFORMATION.
- THIS PAY ITEM IS TO BE USED FOR CENTERLINE, TWO WAY LEFT TURN LANES, AND INSIDE SHOULDER APPLICATIONS

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
413 (A)	RUMBLE STRIP – METHOD HMA-CON	(2) L.F.
413 (C)	RUMBLE STRIP – METHOD PCC-CON	(2) L.F.
413 (A)	RUMBLE STRIP – CENTERLINE HMA-CON	(2)(4) L.F.
413 (C)	RUMBLE STRIP – CENTERLINE PCC-CON	(2)(4) L.F.



2009 SPECIFICATIONS	RS3-1	00
T-613		

EXHIBIT 5
SOLICITATION NO. 0900000516
SW0776 – TRAFFIC STRIPING
FEDERAL REQUIREMENTS AND REGULATIONS
ACKNOWLEDGEMENT

Understanding of Attachments

The following space is provided for proposer to certify they have read and agree to comply with referenced Exhibit 3 Federal Requirements and Exhibit 4 Federal Regulations of this RFP.

Name / Title Tim Murphy, Vice-President

Exhibit 2_E: Cost Proposal
Pricing for ODOT East Regions (Divisions 1, 2, and 8)

		COMPLETE				
		STATE				
Stripe Type	Item	ESTIMATED	Unit	Commodity Code/ Description	Unit Price	Amount
(Items 1-67) Surface Stripping with Glass Beads per Specifications. See Draft Special Provision for standard fast- dry, and High Build Waterborne Paint Specifications.	1	5,000	LF	Traffic Stripe (paint - Standard Fast-Dry) (white) (4" Wide)(Spray)(SEE NOTE A)	0.22	\$ 1,100.00
	2	5,000	LF	Traffic Stripe (paint - High Build) (white) (4" Wide)(Spray)(SEE NOTE A)	0.25	\$ 1,250.00
	3	5,000	LF	Traffic Stripe (paint - Standard Fast-Dry) (yellow) (4" Wide)(Spray)(SEE NOTE A)	0.22	\$ 1,100.00
	4	5,000	LF	Traffic Stripe (paint - High Build) (yellow) (4" Wide)(Spray)(SEE NOTE A)	0.25	\$ 1,250.00
	5	261,500	LF	Traffic Stripe (plastic) (white)(4" wide) (0.070" Thickness) (SEE NOTE B)	0.40	\$ 104,600.00
	6	159,837	LF	Traffic Stripe (plastic) (white)(4" wide) (0.090" Thickness) (SEE NOTE B)	0.43	\$ 68,729.91
	7	111,708	LF	Traffic Stripe (plastic) (white)(4" wide) (0.120" Thickness) (SEE NOTE B)	0.45	\$ 50,268.60
	8	196,000	LF	Traffic Stripe (plastic) (yellow)(4" wide) (0.070" Thickness) (SEE NOTE B & G)	0.40	\$ 78,400.00
	9	259,639	LF	Traffic Stripe (plastic) (yellow)(4" wide) (0.090" Thickness) (SEE NOTE B & G)	0.43	\$ 111,644.77
	10	83,546	LF	Traffic Stripe (plastic) (yellow)(4" wide) (0.120" Thickness) (SEE NOTE B & G)	0.45	\$ 37,595.70
	11	100,000	LF	Traffic Stripe (plastic) (white)(6" wide) (0.070" thickness) (SEE NOTE B)	0.43	\$ 43,000.00
	12	50,000	LF	Traffic Stripe (plastic) (white)(6" wide) (0.090" thickness) (SEE NOTE B)	0.63	\$ 31,500.00
	13	665,165	LF	Traffic Stripe (plastic) (white)(6" wide) (0.120" thickness) (SEE NOTE B)	0.64	\$ 425,705.60
	14	49,100	LF	Traffic Stripe (plastic) (yellow)(6" wide) (0.070" thickness) (SEE NOTE B & G)	0.43	\$ 21,113.00
	15	5,000	LF	Traffic Stripe (plastic) (yellow)(6" wide) (0.090" thickness) (SEE NOTE B & G)	0.63	\$ 3,150.00
	16	388,497	LF	Traffic Stripe (plastic) (yellow)(6" wide) (0.120" thickness) (SEE NOTE B & G)	0.66	\$ 256,408.02
	17	6,419	LF	Traffic Stripe (plastic) (white)(8" wide) (0.070" Thickness) (SEE NOTE B)	0.65	\$ 4,172.35
	18	6,419	LF	Traffic Stripe (plastic) (white)(8" wide) (0.090" Thickness) (SEE NOTE B)	0.90	\$ 5,777.10
	19	12,000	LF	Traffic Stripe (plastic) (white)(8" wide) (0.120" Thickness) (SEE NOTE B)	0.95	\$ 11,400.00
	20	2,429	LF	Traffic Stripe (plastic) (yellow)(8" wide) (0.070" Thickness) (SEE NOTE B & G)	0.65	\$ 1,578.85
	21	2,429	LF	Traffic Stripe (plastic) (yellow)(8" wide) (0.090" Thickness) (SEE NOTE B & G)	0.90	\$ 2,186.10
	22	2,429	LF	Traffic Stripe (plastic) (yellow)(8" wide) (0.120" Thickness) (SEE NOTE B & G)	0.95	\$ 2,307.55
	23	1,958	LF	Traffic Stripe (plastic) (white) (12" wide) (0.120" Thickness) (SEE NOTE B & G)	2.33	\$ 4,562.14
	24	1,250	LF	Traffic Stripe (plastic) (yellow) (12" wide) (0.120" Thickness) (SEE NOTE B & G)	2.00	\$ 2,500.00
	25	1,159	LF	Traffic Stripe (plastic) (white) (24" wide)	10.00	\$ 11,590.00

Stripe Type	Item	ESTIMATED	Unit	Commodity Code/	Unit Price	Amount
		Quantities		Description		
				(0.120" Thickness) (SEE NOTE B)		
	26	533	EA	Traffic Stripe (plastic) arrows, single	50.00	\$ 26,650.00
				(0.120" Thickness) (SEE NOTE B & G)		
	27	520	EA	Traffic Stripe (plastic) arrows, double	50.00	\$ 26,000.00
				(0.120" Thickness) (SEE NOTE B & G)		
	28	520	EA	Traffic Stripe (plastic) (word)	35.00	\$ 18,200.00
				includes letters and numbers (8 ft. high)		
				(0.120" Thickness) (SEE NOTE B & G)		
	29	13	EA	Traffic Stripe (plastic) (rxr symbols)	750.00	\$ 9,750.00
				includes "X", "r"s, transverse lines, stop		
				lines, solid and dashed white lines and solid		
				double or solid and dashed yellow center		
				lines. Also includes Yield Triangles		
				(24" x 36") (0.120" Thickness) (SEE NOTE B & G)		
	30	13	EA	Traffic Stripe (plastic) (rxr symbols)	750.00	\$ 9,750.00
				alternate (narrow lane) design includes "x", "r"s,		
				transverse lines, stop lines, solid and		
				dashed white lines or solid double or		
				solid and dashed yellow center lines.		
				Also includes Yield Triangles (24" x 36")		
				(0.120" Thickness) (SEE NOTE B & G)		
	31	974,390	LF	Traffic Stripe (multi-polymer) (white)	0.47	\$ 457,963.30
				(4" wide) (SEE NOTE I)		
	32	1,042,909	LF	Traffic Stripe (multi-polymer) (yellow)	0.47	\$ 490,167.23
				(4" wide) (SEE NOTE I)		
	33	13,076	LF	Traffic Stripe (multi-polymer) (black)	0.50	\$ 6,538.00
				(4" wide) (SEE NOTE I)		
	34	599,419	LF	Traffic Stripe (multi-polymer) (white)	0.72	\$ 431,581.68
				(6" wide) (SEE NOTE I)		
	35	367,606	LF	Traffic Stripe (multi-polymer) (yellow)	0.72	\$ 264,676.32
				(6" wide) (SEE NOTE I)		
	36	177,512	LF	Traffic Stripe (multi-polymer) (black)	0.75	\$ 133,134.00
				(6" wide) (SEE NOTE I)		
	37	28,118	LF	Traffic Stripe (multi-polymer) (white)	1.40	\$ 39,365.20
				(8" wide) (SEE NOTE I)		
	38	7,487	LF	Traffic Stripe (multi-polymer) (yellow)	0.70	\$ 5,240.90
				(8" wide) (SEE NOTE I)		
	39	11,141	LF	Traffic Stripe (multi-polymer) (white)	3.00	\$ 33,423.00
				(12" wide) (SEE NOTE I)		
	40	15,914	LF	Traffic Stripe (multi-polymer) (yellow)	2.33	\$ 37,079.62
				(12" wide) (SEE NOTE I)		
	41	6,922	LF	Traffic Stripe (multi-polymer) (white)	11.00	\$ 76,142.00
				24" wide Stop Bar (SEE NOTE I)		
	42	7,902	LF	Traffic Stripe (multi-polymer) (white)	11.00	\$ 86,922.00
				24" wide Continental Cross Walk (SEE NOTE I)		
	43	1,230	EA	Traffic Stripe (multi-polymer) (white)	55.00	\$ 67,650.00
				Arrows, Single (SEE NOTE I)		
	44	165	EA	Traffic Stripe (multi-polymer) (white)	65.00	\$ 10,725.00
				Arrows, Double (SEE NOTE I)		
	45	24	EA	Traffic Stripe (multi-polymer) (white) (word)	100.00	\$ 2,400.00
				Includes Letters & Numbers (8' high)		
				(SEE NOTE I)		
	46	29	EA	Traffic Stripe (multi-polymer) (symbols)	750.00	\$ 21,750.00
				RxR Symbols (SEE NOTE I)		

Stripe Type	Item	ESTIMATED	Unit	Commodity Code/	Unit Price	Amount
		Quantities		Description		
	47	100	EA	Traffic Stripe (Pre-Formed) (symbols) (Shields Interstate, US & Highway Route Shields) The route shields shall be Pre-Formed Thermoplastic in accordance with the Manufacturer's Specification 8'x20' (SEE NOTE B & G)	3,650.00	\$ 365,000.00
	48	100	EA	Traffic Stripe (paint - Standard Fast-Dry) (rxr symbols) includes "x", "r"s, transverse lines, stop lines, solid and dashed white lines and solid double or solid and dashed yellow center lines. (Spray) (SEE NOTE A)	50.00	\$ 5,000.00
	49	100	EA	Traffic Stripe (paint - High Build) (rxr symbols) includes "x", "r"s, transverse lines, stop lines, solid and dashed white lines and solid double or solid and dashed yellow center lines. (Spray) (SEE NOTE A)	50.00	\$ 5,000.00
	50	100	EA	Traffic Stripe (paint - Standard Fast-Dry) (rxr symbols) alternate (narrow lane) design includes "x", "r"s, transverse lines, stop lines, solid and dashed white lines and solid double or solid and dashed yellow center lines. (Spray) (SEE NOTE A)	50.00	\$ 5,000.00
	51	100	EA	Traffic Stripe (paint - High Build) (rxr symbols) alternate (narrow lane) design includes "x", "r"s, transverse lines, stop lines, solid and dashed white lines and solid double or solid and dashed yellow center lines. (Spray) (SEE NOTE A)	50.00	\$ 5,000.00
	52	10,000	EA	Pavement markers, Class A (retro-reflective) Type 1 (amber or crystal), nominal size 4" x 2" x 0.500", 1.87 sq. in. reflective (SEE NOTE C)	5.00	\$ 50,000.00
	53	50,000	EA	Pavement markers, Class A (retro-reflective) Type 2 (crystal/crystal; crystal/red; amber/amber; amber/red; blue/blue) nominal size 4" x 2" x 0.500", (SEE NOTE C)	5.00	\$ 250,000.00
	54	100	EA	Pavement markers, reflective lens replacement, Class C, Type 1 (amber or crystal) (SEE NOTE D)	5.00	\$ 500.00
	55	100	EA	Pavement markers, reflective lens replacement, Class C, Type 2 (crystal/crystal; crystal/red; amber/amber; amber/red; blue/blue)(SEE NOTE D)	5.00	\$ 500.00
	56	1,000	LF	Rumble Strip, Raised, (Type A) (4" wide) (SEE NOTE J)	5.00	\$ 5,000.00
	57	1,000	LF	Rumble Strip, Raised, (Type B) (4" wide) (SEE NOTE J)	5.00	\$ 5,000.00
	58	1,000	LF	Rumble Strip, Raised, (Type A) (6" wide) (SEE NOTE J)	6.00	\$ 6,000.00
	59	1,000	LF	Rumble Strip, Raised, (Type B) (6" wide) (SEE NOTE J)	6.00	\$ 6,000.00
	60	65,840	LF	Rumble strip - method HMA (Continuous) (SEE DRAWINGS EXHIBIT 1)	0.15	\$ 9,876.00
	61	1,003,840	LF	Rumble Strip - Centerline HMA (Continuous) for left	0.20	\$ 200,768.00

Stripe Type	Item	ESTIMATED Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
				shoulders, centerlines, median openings & turning lanes. (SEE DRAWINGS EXHIBIT 1)		
	62	68	EAGP	Milled rumble strip - method HMA (Cyclic Group) (SEE DRAWINGS EXHIBIT 1)	850.00	\$ 57,800.00
	63	65,840	LF	Rumble strip - method HMA (Cyclic) (SEE DRAWINGS EXHIBIT 1)	0.15	\$ 9,876.00
	64	7,360	LF	Rumble strip - method PCC (Continuous) (SEE DRAWINGS EXHIBIT 1)	0.32	\$ 2,355.20
	65	111,520	LF	Rumble Strip - Centerline PCC (Continuous) for left shoulders, centerlines, median openings & turning lanes. (SEE DRAWINGS EXHIBIT 1)	0.33	\$ 36,801.60
	66	8	EAGP	Milled rumble strip - method PCC (Cyclic Group) (SEE DRAWINGS EXHIBIT 1)	1,100.00	\$ 8,800.00
	67	7,360	LF	Rumble strip - Method PCC (Cyclic) (SEE DRAWINGS EXHIBIT 1)	0.38	\$ 2,796.80
(Items 68-95) Grooved Stripping with Glass Beads per Specifications. See Note H for Grooving Specifications.	68	20,655	LF	Traffic Stripe (plastic) (white)(4" wide) - Grooving (0.070" Thickness) (SEE NOTE B & H)	0.86	\$ 17,763.30
	69	20,655	LF	Traffic Stripe (plastic) (white)(4" wide) - Grooving (0.090" Thickness) (SEE NOTE B & H)	0.92	\$ 19,002.60
	70	20,655	LF	Traffic Stripe (plastic) (white)(4" wide) - Grooving (0.120" Thickness) (SEE NOTE B & H)	0.95	\$ 19,622.25
	71	20,655	LF	Traffic Stripe (plastic) (yellow)(4" wide) - Grooving (0.070" Thickness) (SEE NOTE B & H)	0.86	\$ 17,763.30
	72	20,655	LF	Traffic Stripe (plastic) (yellow)(4" wide) - Grooving (0.090" Thickness) (SEE NOTE B, G & H)	0.92	\$ 19,002.60
	73	20,655	LF	Traffic Stripe (plastic) (yellow)(4" wide) - Grooving (0.120" Thickness) (SEE NOTE B, G & H)	0.95	\$ 19,622.25
	74	24,327	LF	Traffic Stripe (plastic) (white)(6" wide) - Grooving (0.070" thickness) (SEE NOTE B & H)	0.94	\$ 22,867.38
	75	24,327	LF	Traffic Stripe (plastic) (white)(6" wide) - Grooving (0.090" thickness) (SEE NOTE B & H)	1.12	\$ 27,246.24
	76	24,327	LF	Traffic Stripe (plastic) (white)(6" wide) - Grooving (0.120" thickness) (SEE NOTE B & H)	1.14	\$ 27,732.78
	77	24,327	LF	Traffic Stripe (plastic) (yellow)(6" wide) - Grooving (0.070" thickness) (SEE NOTE B, G & H)	0.94	\$ 22,867.38
	78	24,327	LF	Traffic Stripe (plastic) (yellow)(6" wide) - Grooving (0.090" thickness) (SEE NOTE B, G & H)	1.12	\$ 27,246.24
	79	24,327	LF	Traffic Stripe (plastic) (yellow)(6" wide) - Grooving (0.120" thickness) (SEE NOTE B, G & H)	1.14	\$ 27,732.78
	80	1,000	LF	Traffic Stripe (plastic) (white)(8" wide) - Grooving (0.070" Thickness) (SEE NOTE B & H)	1.30	\$ 1,300.00
	81	1,000	LF	Traffic Stripe (plastic) (white)(8" wide) - Grooving (0.090" Thickness) (SEE NOTE B & H)	1.50	\$ 1,500.00
	82	1,000	LF	Traffic Stripe (plastic) (white)(8" wide) - Grooving (0.120" Thickness) (SEE NOTE B & H)	1.70	\$ 1,700.00
	83	1,000	LF	Traffic Stripe (plastic) (yellow)(8" wide) - Grooving (0.070" Thickness) (SEE NOTE B, G & H)	1.30	\$ 1,300.00
	84	1,000	LF	Traffic Stripe (plastic) (yellow)(8" wide) - Grooving (0.090" Thickness) (SEE NOTE B, G & H)	1.50	\$ 1,500.00
	85	1,000	LF	Traffic Stripe (plastic) (yellow)(8" wide) - Grooving (0.120" Thickness) (SEE NOTE B, G & H)	1.70	\$ 1,700.00
	86	15,300	LF	Pre-formed plastic tape) (white)(4" wide) - Grooving (SEE NOTE B, G & H)	2.35	\$ 35,955.00
	87	15,300	LF	Pre-formed plastic tape) (yellow)(4" wide) - Grooving	2.48	\$ 37,944.00

Stripe Type	Item	ESTIMATED Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
				(SEE NOTE B, G & H)		
	88	15,300	LF	Pre-formed plastic tape) (white)(6" wide) - Grooving	3.28	\$ 50,184.00
				(SEE NOTE B, G & H)		
	89	15,300	LF	Pre-formed plastic tape) (yellow)(6" wide) - Grooving	3.42	\$ 52,326.00
				(SEE NOTE B, G & H)		
	90	28,917	LF	Traffic Stripe (multi-polymer) (white) - Grooving	0.97	\$ 28,049.49
				(4" wide) (SEE NOTE H & I)		
	91	28,917	LF	Traffic Stripe (multi-polymer) (yellow) - Grooving	0.90	\$ 26,025.30
				(4" wide) (SEE NOTE B.2 & I)		
	92	16,524	LF	Traffic Stripe (multi-polymer) (white) - Grooving	1.25	\$ 20,655.00
				(6" wide) (SEE NOTE H & I)		
	93	16,524	LF	Traffic Stripe (multi-polymer) (yellow) - Grooving	1.00	\$ 16,524.00
				(6" wide) (SEE NOTE H & I)		
	94	1,000	LF	Traffic Stripe (multi-polymer) (white) - Grooving	2.00	\$ 2,000.00
				(8" wide) (SEE NOTE H & I)		
	95	1,000	LF	Traffic Stripe (multi-polymer) (yellow) - Grooving	2.00	\$ 2,000.00
				(8" wide) (SEE NOTE H & I)		
(Items 96-123) Grooved Stripping with All- Weather Reflective Elements and Glass Beads. See Draft Special Provision for All-Weather Specifications.	96	20,655	LF	Traffic Stripe (plastic) (white)(4" wide) - Grooving	1.20	\$ 24,786.00
				(0.070" Thickness) (SEE NOTE B & H)		
	97	20,655	LF	Traffic Stripe (plastic) (white)(4" wide) - Grooving	1.30	\$ 26,851.50
				(0.090" Thickness) (SEE NOTE B & H)		
	98	20,655	LF	Traffic Stripe (plastic) (white)(4" wide) - Grooving	1.31	\$ 27,058.05
				(0.120" Thickness) (SEE NOTE B & H)		
	99	20,655	LF	Traffic Stripe (plastic) (yellow)(4" wide) - Grooving	1.20	\$ 24,786.00
				(0.070" Thickness) (SEE NOTE B, G & H)		
	100	20,655	LF	Traffic Stripe (plastic) (yellow)(4" wide) - Grooving	1.30	\$ 26,851.50
				(0.090" Thickness) (SEE NOTE B, G & H)		
	101	20,655	LF	Traffic Stripe (plastic) (yellow)(4" wide) - Grooving	1.31	\$ 27,058.05
				(0.120" Thickness) (SEE NOTE B, G & H)		
	102	24,327	LF	Traffic Stripe (plastic) (white)(6" wide) - Grooving	1.50	\$ 36,490.50
				(0.070" thickness) (SEE NOTE B & H)		
	103	24,327	LF	Traffic Stripe (plastic) (white)(6" wide) - Grooving	1.70	\$ 41,355.90
				(0.090" thickness) (SEE NOTE B & H)		
	104	24,327	LF	Traffic Stripe (plastic) (white)(6" wide) - Grooving	1.75	\$ 42,572.25
				(0.120" thickness) (SEE NOTE B & H)		
	105	24,327	LF	Traffic Stripe (plastic) (yellow)(6" wide) - Grooving	1.52	\$ 36,977.04
				(0.070" thickness) (SEE NOTE B, G & H)		
	106	24,327	LF	Traffic Stripe (plastic) (yellow)(6" wide) - Grooving	1.72	\$ 41,842.44
				(0.090" thickness) (SEE NOTE B, G & H)		
	107	24,327	LF	Traffic Stripe (plastic) (yellow)(6" wide) - Grooving	1.75	\$ 42,572.25
				(0.120" thickness) (SEE NOTE B, G & H)		
	108	1,000	LF	Traffic Stripe (plastic) (white)(8" wide) - Grooving	1.00	\$ 1,000.00
				(0.070" Thickness) (SEE NOTE B & H)		
	109	1,000	LF	Traffic Stripe (plastic) (white)(8" wide) - Grooving	2.30	\$ 2,300.00
				(0.090" Thickness) (SEE NOTE B & H)		
	110	1,000	LF	Traffic Stripe (plastic) (white)(8" wide) - Grooving	2.50	\$ 2,500.00
				(0.120" Thickness) (SEE NOTE B & H)		
	111	1,000	LF	Traffic Stripe (plastic) (yellow)(8" wide) - Grooving	1.85	\$ 1,850.00
				(0.070" Thickness) (SEE NOTE B, G & H)		
	112	1,000	LF	Traffic Stripe (plastic) (yellow)(8" wide) - Grooving	1.90	\$ 1,900.00
				(0.090" Thickness) (SEE NOTE B, G & H)		
	113	1,000	LF	Traffic Stripe (plastic) (yellow)(8" wide) - Grooving	2.00	\$ 2,000.00
				(0.120" Thickness) (SEE NOTE B, G & H)		
	114	15,300	LF	Pre-formed plastic tape) (white)(4" wide) - Grooving	3.35	\$ 51,255.00

Stripe Type	Item	ESTIMATED	Unit	Commodity Code/ Description	Unit Price	Amount
		Quantities				
				(SEE NOTE B, G & H)		
	115	15,300	LF	Pre-formed plastic tape) (yellow)(4" wide) - Grooving	3.48	\$ 53,244.00
				(SEE NOTE B, G & H)		
	116	15,300	LF	Pre-formed plastic tape) (white)(6" wide) - Grooving	4.28	\$ 65,484.00
				(SEE NOTE B, G & H)		
	117	15,300	LF	Pre-formed plastic tape) (yellow)(6" wide) - Grooving	4.42	\$ 67,626.00
				(SEE NOTE B, G & H)		
	118	28,917	LF	Traffic Stripe (multi-polymer) (white) - Grooving	1.25	\$ 36,146.25
				(4" wide) (SEE NOTE H & I)		
	119	28,917	LF	Traffic Stripe (multi-polymer) (yellow) - Grooving	1.25	\$ 36,146.25
				(4" wide) (SEE NOTE B.2 & I)		
	120	16,524	LF	Traffic Stripe (multi-polymer) (white) - Grooving	1.60	\$ 26,438.40
				(6" wide) (SEE NOTE H & I)		
	121	16,524	LF	Traffic Stripe (multi-polymer) (yellow) - Grooving	1.60	\$ 26,438.40
				(6" wide) (SEE NOTE H & I)		
	122	1,000	LF	Traffic Stripe (multi-polymer) (white) - Grooving	3.00	\$ 3,000.00
				(8" wide) (SEE NOTE H & I)		
	123	1,000	LF	Traffic Stripe (multi-polymer) (yellow) - Grooving	1.70	\$ 1,700.00
				(8" wide) (SEE NOTE H & I)		
(Items 124-130) Removal	124	4,155,624	LF	Pavement marking removal (traffic stripe, includes grooved)(paint)(plastic)(multi-polymer)(4" wide)	0.06	\$ 249,337.44
				(SEE NOTE F)		
	125	2,752,112	LF	Pavement marking removal (traffic grooved)(paint)(plastic)(multi-polymer)(6" wide)	0.06	\$ 165,126.72
				(SEE NOTE F)		
	126	9,903	EA	Pavement marking removal (symbol, word or arrow - single or double)	6.00	\$ 59,418.00
				(SEE NOTE F)		
	127	100	EA	Removal of pre-installed Class C pavement marker castings	50.00	\$ 5,000.00
				(SEE NOTE E)		
	128	80,714	LF	Pavement marking removal (traffic stripe, includes grooved)(paint)(plastic)(multi-polymer)(8" wide)	0.80	\$ 64,571.20
				(SEE NOTE F)		
	129	26,021	LF	Pavement marking removal (traffic stripe, includes grooved)(paint)(plastic)(multi-polymer)(12" wide)	0.40	\$ 10,408.40
				(SEE NOTE F)		
	130	10,367	LF	Pavement marking removal (traffic stripe, includes grooved)(paint)(plastic)(multi-polymer)(24" wide)	1.50	\$ 15,550.50
				(SEE NOTE F)		

14,863,252

TOTAL \$ 6,471,845.47












SW0776_Executable Contract_Direct Traffic A

Final Audit Report

2022-02-02

Created:	2022-02-01
By:	Lisa Bradley (lisa.bradley@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5leOxgH0kSGBi9u8f-N8fnrelWKl5pmY

"SW0776_Executable Contract_Direct Traffic A" History

-  Document created by Lisa Bradley (lisa.bradley@omes.ok.gov)
2022-02-01 - 10:37:32 PM GMT- IP address: 165.225.216.114
-  Document emailed to Tim Murphy (tmurphy@directtrafficcontrol.com) for signature
2022-02-01 - 10:39:25 PM GMT
-  Email viewed by Tim Murphy (tmurphy@directtrafficcontrol.com)
2022-02-01 - 11:24:25 PM GMT- IP address: 156.146.91.72
-  Document e-signed by Tim Murphy (tmurphy@directtrafficcontrol.com)
Signature Date: 2022-02-02 - 3:26:54 AM GMT - Time Source: server- IP address: 156.146.91.72
-  Document emailed to Tim Tuck (tim.tuck@omes.ok.gov) for signature
2022-02-02 - 3:26:57 AM GMT
-  Email viewed by Tim Tuck (tim.tuck@omes.ok.gov)
2022-02-02 - 3:28:19 PM GMT- IP address: 119.12.203.229
-  Document e-signed by Tim Tuck (tim.tuck@omes.ok.gov)
Signature Date: 2022-02-02 - 3:28:38 PM GMT - Time Source: server- IP address: 165.225.216.87
-  Document emailed to Dan Sivard (dan.sivard@omes.ok.gov) for signature
2022-02-02 - 3:28:41 PM GMT
-  Email viewed by Dan Sivard (dan.sivard@omes.ok.gov)
2022-02-02 - 3:57:01 PM GMT- IP address: 119.12.202.243
-  Document e-signed by Dan Sivard (dan.sivard@omes.ok.gov)
Signature Date: 2022-02-02 - 3:57:16 PM GMT - Time Source: server- IP address: 165.225.216.87
-  Agreement completed.
2022-02-02 - 3:57:16 PM GMT