

**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH
Action Safety Supply Co., LLC**

This State of Oklahoma Statewide Contract (SW0708) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Action Safety Supply Co., LLC (“Supplier”) and is effective as of the date of last signature to this Contract.

Purpose

The State is awarding this Contract to Supplier for the provision of repair and/or replace damaged signs, to include truss, overhead, Mono tube or Mono tube structure, small signs, extruded signs, LED signs, as well as install new installations on State highways and interstates within Oklahoma. The repairs, replacements, and new installations shall include crossroads and traffic interchanges, on as needed basis as more particularly described in certain Contract Documents. This Contract 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 this Contract. Upon full execution of this 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 terms, Attachment C,
 - 2.4. Exhibit 1- Specifications, and
 - 2.5. Exhibit 2 - Price.
 - 2.6. Exhibit 3: Preliminary – Not for Construction, Monotube Type B and C Designs.
 - 2.7. Exhibit 4: Roadway Standard for Concrete Longitudinal Barrier, CLB-1-2 (NCHRP-350 F-Shape) (R-59).
3. The parties additionally agree:
 - 3.1. except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

4. 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**

Action Safety Supply Co., LLC

By: *Dan Sivard*
Name: Dan Sivard
Title: State Purchasing Director
Date: Jun 1, 2022

By: *Jerry Hietpas*
Jerry Hietpas (Jun 1, 2022 07:27 CDT)
Name: Jerry Hietpas
Title: President
Date: Jun 1, 2022

Tim Tuck
Tim Tuck (Jun 1, 2022 10:09 CDT)

Reviewed & Approved by OMES Legal

ATTACHMENT A
SOLICITATION NO. 0900000529

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.

Scope

The Contract is awarded as a mandatory statewide contract for repair and/or replace damaged signs, to include truss, overhead, monotube or monotube structure, small signs, extruded signs, LED signs, as well as install new installations on State highways and interstates within Oklahoma. The repairs, replacements, and new installations shall include crossroads and traffic interchanges, on as needed basis.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one (1) year and there are two [2] one-year options to renew the Contract.

2. Scope of work

Certain Contract requirements and terms are set forth below as

Exhibit 1: Specifications.

Exhibit 2: Price sheet in excel format

Exhibit 3: Preliminary – Not for Construction, Monotube Type B and C Designs.

Exhibit 4: Roadway Standard for Concrete Longitudinal Barrier, CLB-1-2 (NCHRP-350 F-Shape) (R-59)

Exhibit 1

Exhibit 1 to Solicitation for Sign Erection & Maintenance - Oklahoma, Cleveland, and Canadian Counties

C. SPECIFICATIONS

C.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- C.1.1. “Day” means a calendar day.
- C.1.2. “Extruded sign” means a sign system composed of extruded panel on wide-flange posts or Overhead Sign Structure. An extruded sign may include flashing beacons, solar panels, battery packs, cabinet, and wiring.
- C.1.3. “LED sign” means a ground mounted small sign sheet composed of LED flashers, solar panels, battery packs, cabinet, and wiring.
- C.1.4. “Monotube or monotube structure” means both Type B and C Overhead Sign Structure.
- C.1.5. “Night” means time of day from 8:00 PM to 5:00 PM
- C.1.6. “Overhead Sign” means traffic sign mounted on overhead sign structures. An overhead sign may be installed with flashing LED beacons (a.k.a. bouncing balls), solar panels, battery packs, cabinet, and wiring.
- C.1.7. “Overhead Sign Structure or OSS” includes full span truss, cantilever truss, Type B (Bridge) monotube, and Type C (Cantilever) monotube structures.
- C.1.8. “Small sign” a.k.a. “sheet metal sign” in the contract shall mean a sign system composed of aluminum flat panel sheet and mounted on three (3) or less tube or pipe post; and
- C.1.9. “Truss or truss structure” includes both full span and cantilever OSS.
- C.1.10. “(ODOT)” Oklahoma Department of Transportation 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

C.2. Services Provided

C.2.1. Supplier shall repair roadway signs that are damaged, missing or do not meet the required standards of the ODOT.

C.2.1.1. This contract shall limit the work of repairing/replacing small signs, as defined in Section C.4 Scope of Work, to Oklahoma City Metro areas only.

C.2.2. Supplier shall provide emergency response when a damaged or missing roadway sign poses imminent danger to the traveling public (e.g., overhead sign structures that have been hit by over-height vehicles).

C.2.3. Supplier shall place signs in new locations (e.g., new tourist-oriented guide signs (TODS)) per guidelines below:

C.2.3.1. This contract shall limit the installation of small TODS, as defined in Section C.4 Scope of Work, to Oklahoma City Metro areas only.

C.3. Scope of Work

C.3.1. The Supplier shall supply 24-hour call notification (phone numbers) to the ODOT.

C.3.2. The Supplier shall receive work orders from the State. The Supplier is not responsible for patrolling for deficient signage, however, should notify the State with any observed deficient signage.

C.3.3. The Supplier shall remove all old sign debris from the job site (debris may contain electrical parts such as but not limited to LED, beacons, solar panels and wiring). All debris shall become property of the Supplier and shall be disposed of by the Supplier. The Supplier shall comply with all applicable local, State, and Federal rules and regulations. The only exception to this shall be in the case that an insurance company assumes ownership of it (e.g., an overhead sign structure). In such cases, the Supplier shall deliver the sign structure to a storage location agreed to by the Supplier and the State.

C.3.4. The Supplier shall provide a quality written and/or drafted Temporary Traffic Control (TTC) Plan in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) latest approved edition, MUTCD Chapter 6 latest approved edition, corresponding Oklahoma MUTCD Supplement, and ODOT Standard Drawings. The Supplier 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 National Cooperative Highway Research Program NCHRP-350 or Manual for Assessing Safety Hardware (MASH) crash test. All costs of TTC plan, installation and subsequent removal of all necessary construction traffic control shall be included in the price bid for "other items of work."

- C.3.5. The State reserves the right to specify that scheduled overhead sign work on interstates and other high-volume controlled access highways is done only at night or on weekends. This does not apply to emergency response situations. All additional expenses of night-work shall be included in “other items of work.”
- C.3.6. There are various items for sign materials (i.e., sheet metal signs, tube posts, pipe posts and w-beam posts, bases, foundations, fuse plates, back-bracing, etc.). When these pay items are used to replace existing signs, the removal of the old sign assemblies is included in these pay items. There shall not be a separate payment for said removals.
- C.3.7. When a totally new installation is required, posts and footings will be paid for under the appropriate pay items supplied in this contract
- C.3.8. All sheet metal signs shall have high-intensity sheeting. All panel signs shall have high intensity sheeting with diamond-grade cutout letters. All warning signs should be black on yellow. The yellow will be fluorescent yellow sheeting.
- C.3.9. Back-bracing shall be provided for all signs, including diagonal signs, per ODOT Standards – Sign Blank and Bracket Details (SBS1-1 to SBS5-1, and latest revisions). The cost for this bracing shall be considered to be included in “other items of work.”
- C.3.10. For items referring to “ODOT Furnished Signs, LED Signs, Beacon Flashers, Solar Panels, Battery Packs and etc.”, the Supplier shall be responsible for picking up the items from the ODOT Division Headquarters or a local ODOT facility as listed in Section C.4.19. Supplier should confirm the local facility has the appropriate item before arriving to pick it up. Installation of LED signs, beacon flasher on ground mounted and overhead signs shall have their own pay items. Signs are also available at the ODOT Central Sign Shop (located northwest of the I-35/122nd Rd exit in Edmond) or from the ODOT-Division 4 Annex (5201 NE 122nd, Edmond, OK 73013).
- C.3.11. For the “Concrete Footing” pay item, this includes all concrete and reinforcing steel needed to construct the footing according to ODOT Specifications and Standard Drawings. For drilled shaft foundations for monotube overhead structures refer to Section C.4.17.
- C.3.12. For the “Repair” items, the intent is to address signs, including LED signs, that are knocked down with minor damage that does not warrant the replacement of parts other than incidental hardware (i.e., bolts connecting posts to breakaway base, fuse plate). The costs of minor straightening of signs and/or posts, and inspection of the sign structures are to be included in this item. When new signs and/or posts are required, only the corresponding pay items will be used.

- C.3.13. Double perforated fuse plates must be installed in the new installation and the repair of all w-beam signposts.
- C.3.14. The items for dismantling and hauling off overhead sign structures are intended for structures typically damaged by winds or over-height vehicles. These items include any signage and the structure itself, as well as emergency response and any required traffic control, including lane closures.
- C.3.15. The item for “Vertical Clearance Sign” shall include any required traffic control including lane closures, as well as any mounting anchors and specialized equipment that may be needed to reach the sign location. Typically, new installation of these signs will be done before the roadway is open to traffic. Supplier shall verify that the new vertical clearance matches clearance information displayed on sign.
- C.3.16. Overhead panel signs shall include aluminum sign I-beam and U-bolt hardware.
- C.3.17. Replacement of truss OSS by monotube OSS: New overhead sign structures shall be monotube Types B and/or C and shall require new foundations per attached preliminary monotube details. Supplier to request final monotube details for construction from Traffic Engineering Division. The cost of removing existing foundation and/or existing structures per ODOT Specifications 619.04 (B) shall be included in the price bid for “other items of work.”
- C.3.17.1. The construction of new 60 inches diameter drilled shaft shall have a separate pay item of its own that includes all the costs of concrete and reinforcing bars in the drilled shaft and in the barrier cap.
- C.3.17.2. The construction of new Concrete Longitudinal Barrier shall have a separate pay item of its own. The CLB-1 shall be based on Roadway Standards CLB-1, and monotube details.
- C.3.18. Replacement of Damaged monotube OSS: This pays item shall include the inspection and replacement of damaged monotube parts of Type B overhead sign structure. Miscellaneous items like bolts, flange (splice) plates, hand holes, finish (paint) shall be included with this pay item.
- C.3.19. The contract will be divided into the following geographical areas. The requirements in this contract, except for small sign Structures, shall apply to all of the aforementioned areas. See section C.4.20 for small sign structures.
- C.3.19.1. ODOT Field Division 1 – Headquarters located in Muskogee covering the following counties: Adair, Cherokee, Haskell, McIntosh, Muskogee, Okmulgee, Sequoyah, and Wagoner.

- C.3.19.2. ODOT Field Division 2 – Headquarters located in Antlers covering the following counties: Atoka, Bryan, Choctaw, Latimer, LeFlore, McCurtain, Marshall, Pittsburg, and Pushmataha.
- C.3.19.3. ODOT Field Division 3 – Headquarters in Ada covering the following counties: Cleveland, Coal, Garvin, Hughes, Johnston, Lincoln, McClain, Okfuskee, Pontotoc, Pottawatomie, and Seminole.
- C.3.19.4. ODOT Field Division 4 – Headquarters in Perry covering the following counties: Canadian, Garfield, Grant, Kay, Kingfisher, Logan, Oklahoma, Noble, and Payne.
- C.3.19.5. ODOT Field Division 5 – Headquarters in Clinton covering the following counties: Beckham, Blaine, Custer, Dewey, Greer, Harmon, Jackson, Kiowa, Roger Mills, Tillman, and Washita.
- C.3.19.6. ODOT Field Division 6 – Headquarters in Buffalo covering the following counties: Alfalfa, Beaver, Cimarron, Ellis, Harper, Major, Texas, Woods, and Woodward.
- C.3.19.7. ODOT Field Division 7 – Headquarters in Duncan covering the following counties: Caddo, Carter, Comanche, Cotton, Grady, Jefferson, Love, Murray, and Stephens.
- C.3.19.8. ODOT Field Division 8 – Headquarters in Tulsa, covering the following counties: Craig, Creek, Delaware, Mayes, Nowata, Osage, Ottawa, Pawnee, Rogers, Tulsa, and Washington.
- C.3.20. The requirements for small sign structures shall be limited to Oklahoma City Metro areas only

C.4. Standards

- C.4.1. All sign materials shall conform fully to the standards of the Oklahoma Department of Transportation contained within the 2009 Standard Specifications for Highway Construction. Specifically, this includes but is not limited to:
 - C.4.1.1. Section 516 “Drilled Shaft Foundations”
 - C.4.1.2. Section 701 “Portland Cement Concrete”
 - C.4.1.3. Section 719 “Signs”
 - C.4.1.4. Section 720 “Overhead Sign Structures”
 - C.4.1.5. Section 721 “Galvanized Steel Signposts”
 - C.4.1.6. Section 723 “Reinforcing Steel”

C.4.1.7. Section 724 “Structural Steel”

C.4.2. Standard Drawings

C.4.2.1. Materials and installation shall conform to the numerous Department of Transportation Standard Drawing or their latest revisions. If necessary, for the repairs, these drawings are available from the Department of Transportation Reproduction Department located at 200 NE 21st St. Oklahoma City, OK.

C.5. Emergency Response Services

C.5.1. The item for “Emergency Response” shall only apply to the Oklahoma City metro area and is for response to emergency situations where a missing or damaged small sign (non-Overhead sign) can create a hazard to the traveling public (e.g., a missing stop sign). Upon verbal notification by the State, the Supplier must be on the scene within the following time limits:

C.5.1.1. Within 90 minutes for all small signs within a 20-mile radius of the Oklahoma Department of Transportation Central Office (200 NE 21st, Oklahoma City). The pay item shall include any required traffic control, including lane closure, if needed.

C.5.1.2. Within 2 hours for all signs beyond this 20-mile radius. This request shall be limited to Oklahoma City Metro Areas.

C.5.2. The Items to “Dismantle and haul off damaged Overhead Sign structure” include emergency response and any traffic control, including any required lane closures, any cranes, and all equipment necessary for removal of the structures. Supplier shall remove damaged sign from roadway within two hours of notification within the Oklahoma City metro area, and within a reasonable time – as determined by the Engineer, for the remaining part of the State. No special payment will be made for emergency response nor lane closures, for those pay items.

C.6. Certification

At the State’s discretion, the materials shall either be supplied with appropriate certification or shall be subject to random testing by the State.

C.7. Cure Clause

Upon written notification from the State concerning the Supplier’s failure to perform to contract specifications, the Supplier shall have 3 calendar days to cure said deficiency and document cure to the State. Three such occurrences within the contract period shall be deemed breach of contract by the Supplier and cause for the State to cancel this contract on 7 (Seven) days written notice to the Supplier. The State then reserves the right to re-award the contract to the other responsible available bidders. In the event of

cancellation of the contract, the Supplier shall not be entitled to damages and agrees not to sue the State for damages thereof. After notice of cancellation, the Supplier agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the State because of the cancellation, agrees to indemnify the State for its costs in procuring the services of a new Supplier.

C.8. Work Overload Clause

Should circumstances be such that the Supplier is unable to keep up with the demand for sign replacement in a timely manner, at no fault of the Supplier, the State reserves the right to seek additional services of other signing Suppliers bidding on this contract. Such action shall not nullify this contract.

C.9. Organization and Personnel Requirements

C.9.1. Organization:

C.9.1.1. The State requires pre-qualification of prospective bidders as a prerequisite for bidding per Section 102 of the Oklahoma Department of Transportation Specifications for Highway Construction.

C.9.1.2. Oklahoma City Metro area only: In order to replace certain critical small signs in a timely manner, the Supplier shall be required to provide and maintain during the entire period of this contract, equipment and material sufficient in number, operational condition and capacity to efficiently perform the work and render services required by this contract. This includes sufficient “back-up” equipment to provide uninterrupted service when equipment breakdown occurs. The following minimal equipment and materials must be owned by the Supplier and available for inspection at the Supplier’s yard.

- a) A minimum of ten (10) 48” Stop Signs
- b) A minimum of fifteen (15) 30” Stop Signs
- c) A minimum of five (5) 48” Yield Signs
- d) A minimum of five (5) 60” Yield Signs
- e) A minimum of ten (10) 30” x 30” DO NOT ENTER Signs
- f) A minimum of forty (40) 2 ½” x 30” square tubing stubs
- g) A minimum of thirty (30) 2 ¼” x 10’ square tubing
- h) A minimum of ten (10) 36” one-way {R} Signs
- i) A minimum of ten (10) 48” LED Stop Signs

- j) A minimum of ten (10) 30" x 30" DO NOT ENTER Signs
- C.9.2. Suppliers should provide a list showing the quantities available in order to meet the above requirements.
- C.9.3. Except as otherwise provided herein, the Supplier shall obtain and pay for all permits, inspections, fees, and licenses necessary and ordinary for the Work. The Supplier shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.
- C.9.4. Supplier is assumed to be familiar with all Federal, State, and Local Laws, ordinances, rules, and regulations that in any manner affect the work under this solicitation. Ignorance on the part of Supplier will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- C.9.5. Personnel:
- C.9.5.1. The Supplier's employees shall be identified with the name or logo of the Supplier. The Supplier's employees, officers, agents, and sub-Suppliers shall at no time identify themselves as being employees of the State. Employees shall wear appropriate safety clothing (such as vests) as required by the Manual of Uniform Traffic Control Devices.
- C.9.5.2. All drivers of the Supplier's equipment shall at all times possess and carry a valid and proper driver's license.
- C.9.5.3. The Supplier's employees shall be properly trained and professional in their performance of their duties. The State may require that the Supplier remove from the job employees who endanger persons or property, display impolite and socially unacceptable behavior, or whose continued employment under this contract is inconsistent with the interest of the State and/or the traveling public.
- C.9.5.4. All the Supplier's employees shall be U.S. Citizens or legal aliens.
- C.9.5.5. The Supplier's equipment used on this contract shall be identified with the Supplier's company name or logo and be equipped with appropriate warning devices when working on highway right-of-way.

C.10. General Work Requirements

- C.10.1. All materials and work performed as a result of this contract shall be in accordance with the ODOT Construction Specifications including applicable Special Provisions, The MUTCD, the Oklahoma MUTCD Supplement, the ODOT Standard Design sheets and other details showing installation practices, and project plan notes.

- C.10.2. Supplier shall provide unlimited service during normal business hours. Normal business hours are Monday-Friday, 7 a.m. to 5 p.m., excluding State holidays.
- C.10.3. Unless provided with a specific pay item, all costs of mobilization and traffic control shall be included in "other items of work". All traffic control shall be in accordance with the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), Part IV, applicable ODOT Standard Drawings, and under the direction of the STATE. All offerors should be fully aware that the State does not have the manpower and/or the equipment to assist with traffic control.
- C.10.4. The Supplier shall not begin work until receipt of a signed work order (a.k.a. "Purchase Order") from the State, specifying areas and quantity of work to be performed.
- C.10.5. Based on the type of highway and locations, the Supplier shall have the following times to repair and/or replace the signs from the time he/she is notified by the Engineer. The notification by the Engineer can be in any form verbal, written, or electronic means. The Engineer shall keep record(s) of the notification for as long as it's necessary or is mandated by the State's policy.
- C.10.5.1. Oklahoma City Metro Areas: Includes all State and US highways, and Interstates in Canadian, and Oklahoma Counties. For non-emergency sign, the Supplier will be expected to begin and complete work as determined by the Engineer. For multiple-location non-emergency work orders, the State will prioritize the locations.
- C.10.5.2. All Other Areas: Includes all State and US highways, and Interstates in all the counties excluding Canadian, and Oklahoma Counties. The Supplier shall not work on small signs as this task shall be handled by Division Maintenance in these areas. The Supplier's work shall be limited to extruded signs, ground mounted sign systems supported by two or more wide-flange posts, Overhead signs and OSS. The Supplier will be expected to begin and complete work as determined by the Engineer.
- C.10.6. To avoid congestion and safety problems during peak traffic periods, ALL working times must be coordinated and approved by the State. The Supplier may be required to cease operations and return to work at another approved time. It will be considered a breach of contract when work is performed outside of approved times. The Supplier may be required to work at night or with limited daytime hours, as may be directed by the State. Typically, the Supplier will only be allowed to work on weekends and between the hours of 9:00 am and 3:00 pm on weekdays. No work or lane closure without specific approval from the Engineer on State of Oklahoma holidays or other major travel days associated with a holiday.

- C.10.7. An extension of contract time for a work order may be granted by the State if the Supplier finds it impossible to start the work within the contractual time restrictions, for reasons beyond his control, provided he/she makes a written request to the State Agency or Entity requesting the work. This request shall set forth the reasons the Supplier believes this extension is justified. A plea that insufficient time was specified is not a valid reason for an extension.
- C.10.8. For each calendar day that any work order is either not started within the allowed days (as listed in Section C.12.5) or is not completed within the specified days (unless otherwise modified by the State on a case-by-case basis), then the Supplier shall be charged liquidated damages in the amount of \$200.00 per calendar day for each violation, up to a maximum damage of 50% of the value of work for the location in violation. Violations of untimeliness may be considered a breach of contract.
- C.10.9. The Supplier shall furnish a written schedule detailing the proposed work sequence, upon request by the State. The State reserves the right to redirect the Supplier's work when action is deemed necessary.
- C.10.10. For traffic control pay items with a "Sign Day" pay item, a "day" shall be defined as a 24-hour period beginning at the first hour traffic control is set.
- C.10.11. The Supplier shall be responsible for storing his/her supplies and equipment. State maintenance yards shall not be used for these purposes. However, equipment may be left parked on State right-of-way provided there is at least a 50-foot clear zone between the white travel edge line and the nearest portion of the equipment. The State shall neither not be liable for the Supplier's equipment in any way, nor liable for any claims arising from incidents arising from said equipment, while this equipment is parked upon State right-of-way.
- C.10.12. The State may perform on-site inspection for quality control and for acceptance. However, this does not relieve the Suppliers of performing his/her own quality control.

C.11. SUPPLIER'S RESPONSIBILITIES

C.11.1. Supplier's Employees

- C.11.1.1. All Suppliers' employees shall take all necessary operational and safety precautions during the performance of services to prevent accidents from occurring. Supplier shall ensure all its employees are properly licensed to operate Supplier's equipment and are properly trained in its' use.
- C.11.1.2. All Suppliers' employees shall be in compliance with all OSHA and other State, Federal and Local regulatory agency requirements.

- C.11.1.3. The Supplier shall provide mentally alert, physically fit, adequately trained, and qualified employees to ensure contracted services progress in a safe, orderly, and timely manner.
- C.11.1.4. No visitors, spouses or children of the Supplier's employees will be allowed in the work locations during working hours unless they are bona fide employees of the Supplier.
- C.11.1.5. Employees and other individuals are prohibited from having firearms or weapons in their possession while on duty or performing the contracted services as stated herein.
- C.11.1.6. Parking of employee (personal) vehicles within the right-of-way will not be permitted.

C.11.2. Supervision

- C.11.2.1. The Supplier shall provide the using entity with the names and telephone numbers of all On-Site supervisory personnel. An On-Site Supervisor shall be in the work area at all times when work operations are taking place. The On-Site Supervisor shall have authority to make decisions concerning day-to-day operations and shall assist the using entity's appointed representative in making on-site inspections and in coordinating other operational requirements. The On-Site Supervisor shall be competent in all matters relating to the specific job tasks. The On-Site Supervisor shall also possess a copy of this contract and any amendments thereto when performing work under any resultant contract.
- C.11.2.2. The On-Site Supervisor shall possess a means of communications with the using entity in advance of and while performing any work under this contract. This form of communication may be cellular telephone or mobile radio.
- C.11.2.3. This requirement is necessary due to the following reasons that include but are not limited to:
 - C.11.2.4. Warnings of emergencies and hazards.
 - C.11.2.5. Response to law enforcement authorities, ambulance, etc.
 - C.11.2.6. Preparation of reports.
 - C.11.2.7. Communication with the using entity's personnel.

C.11.3. Removal of Supplier's Employees:

- C.11.3.1. The Supplier agrees to utilize only experienced, responsible, and capable people in the performance of the work. The using entity may require that the Supplier remove from the job, covered by this contract, employees who endanger person(s) or property or whose continued employment under this contract is inconsistent with the interest of the using entity.

C.12. STATE OF OKLAHOMA RESPONSIBILITIES

C.12.1. Suspension of Work

C.12.1.1. The purchasing entity representative may suspend operations at any time, when in their judgment, present or impending weather conditions are such that operations cannot be carried out in a safe, effective manner.

C.12.1.2. The purchasing entity representative shall immediately suspend operations when work performance is observed in violation of safety rules, regulations, or practices.

C.12.1.3. Violation of safety rules, regulations or practices may be considered grounds for termination of the contract.

C.12.2. Inspection

C.12.2.1. The purchasing entity representative may perform periodic inspections to ascertain Supplier's compliance with contract requirements. The purchasing entity's representative reserves the right to inspect equipment at any time and require the replacement of any equipment that does not meet minimum serviceability and safety standards.

C.12.3. Acceptance of Work upon Completion

C.12.3.1. The purchasing entity's representative shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract. Work shall be completed in a responsible and professional manner and in accordance with the specifications, schedules, test plans or performance and operating standards, which are incorporated in the work assignment.

C.12.3.2. The purchasing entity's representative shall notify the Supplier, verbally and in writing of any deficiencies found within the contract limits.

C.13. Sign Theft

C.13.1. Due to sign theft, the Supplier shall adhere to all time frames in the performance standards. Any signs that are missing due to theft after Supplier has received a written work order and not responded according to performance standards will be replaced at no additional cost to the State.

C.14. Services required due to actions of an insured party

C.14.1. When Supplier services are required due to the actions of an insured party, as verified by a police report, the Supplier shall file for reimbursement from the insurance company, instead of immediately billing the State, using the same unit prices as bid for this contract. After such an incident, the State will send the Supplier a cover letter confirming that the Supplier indeed provided services at a given date, along with a copy of the police accident report, for his/her use in filing

for reimbursement from the insurance company. Should such reimbursement be declined by the insurance company, the Supplier may send a bill to the State for direct payment. For purposes of this contract, the Supplier may proceed with sending the bill to the State if the insurance company does not respond, or responds negatively, within 2 months of the initial filing. The State will not tolerate “double-billing” (i.e., the Supplier taking payments from both the insurance company and the State), and upon evidence of such, will act to terminate the contract and to turn the matter over to legal counsel.

C.15. Emergency Purchases

C.15.1. In the event that a disaster emergency is declared by Executive Order or that ODOT determines that an emergency exists requiring the prompt and immediate repair/replacement services, the State reserves the right to obtain such services from any source, including but not limited to this contract, as the State determines will meet the needs of such emergency. Supplier shall not be entitled to any claim or last profits for services procured from other sources pursuant to this paragraph.

C.16. Attachments:

C.16.1. **Exhibit 3:** Preliminary – Not for Construction, Monotube Type B and C Designs.

C.16.2. **Exhibit 4:** Roadway Standard for Concrete Longitudinal Barrier, CLB-1-2 (NCHRP-350 F-Shape) (R-59)

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 debaring 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 non-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.

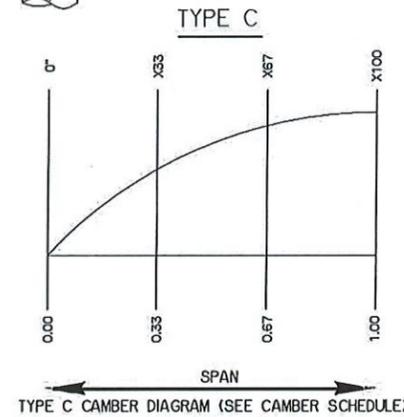
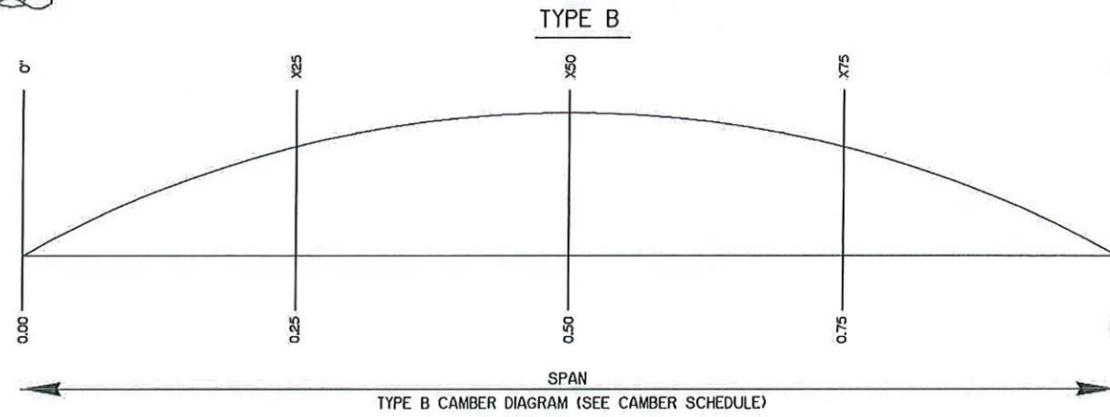
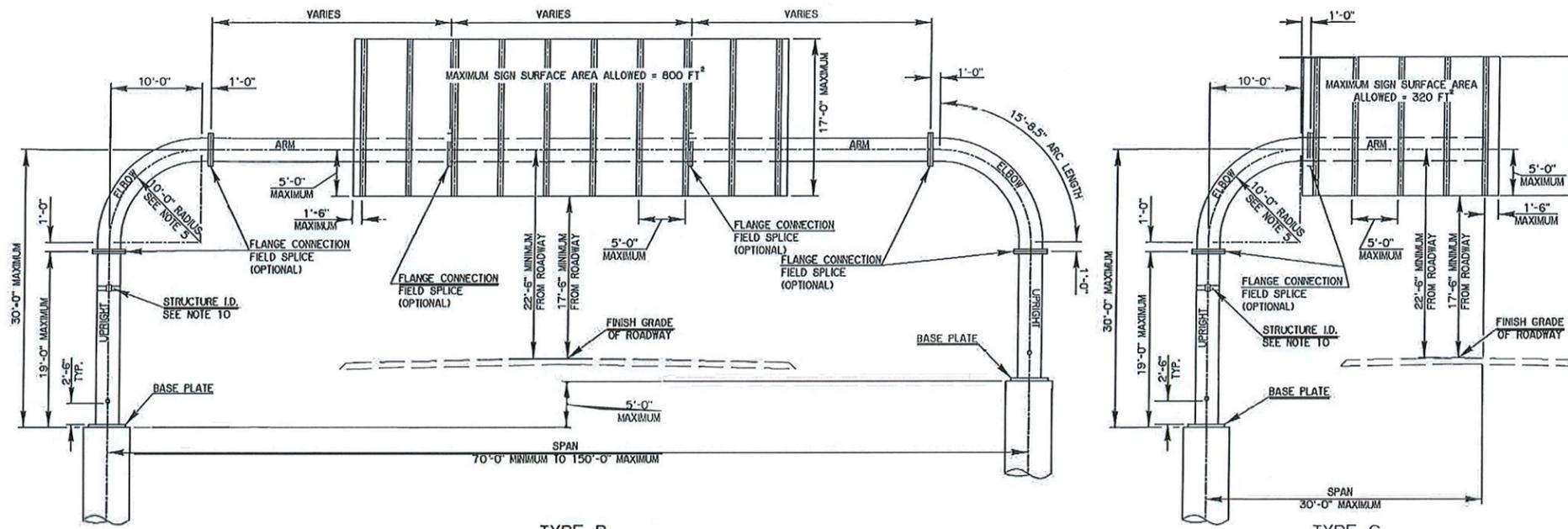
STATE OF OKLAHOMA					
SW0708 Sign Installation, Maintenance & Repair					
EXHIBIT 2 Price					
Vendor Name:	Action Safety Supply Co., LLC				
ITEM ID #	ITEM DESCRIPTION	Estimated		OKC METRO AREA (OKLAHOMA & CANADIAN COUNTIES)	
		Quantity	UOM	CANADIAN	OKLAHOMA
100009270	Installation of Vendor Provided Sign - Sheet Metal Signs	40,000	SF	\$28.84	\$28.84
100009271	Installation of Vendor Provided Sign - Extruded Panel Signs (Ground-Mounted)	40,000	SF	\$27.20	\$27.20
100009272	Installation of Vendor Provided Sign - Extruded Panel Signs (Overhead Sign)	2,000	SF	\$29.06	\$29.43
100009273	Square Tube Post (all sizes up to 2 1/2")	30,000	LF	\$20.04	\$20.33
100009274	Pipe Post (2 1/2" TO 3 1/2" diameter)	2,000	LF	\$27.43	\$30.43
100009275	Pipe Post (4" TO 5" diameter)	2,000	LF	\$37.34	\$37.68
100009259	W-Beam Post (W4x13 to W6x25)	4,000	LF	\$103.33	\$94.46
100009276	W-Beam Post (W8x31 to W10x49)	150	LF	\$155.86	\$165.35
100009277	Concrete Footings	75	CY	\$708.50	\$763.00
100009278	Removal of Sign on Overhead Sign Structure (If not replaced)	2,000	SF	\$3.27	\$1.64
100009279	Installation of Owner Provided Sign - Sheet Metal Signs (Ground Mounted)	4,000	SF	\$11.71	\$7.63
100009280	Installation of Owner Provided Sign - Sheet Metal Signs (Overhead Sign)	4,000	SF	\$32.58	\$7.63
100009260	Installation of Owner Provided Sign - Extruded Panel Signs (Ground-Mounted)	4,000	SF	\$16.33	\$16.35
100009261	Installation of Owner Provided Sign - Extruded Panel Signs (Overhead Sign)	4,000	SF	\$20.43	\$21.80
100009262	Repair existing Sheet Metal Sign and/or Posts	500	EA	\$245.25	\$218.00
100009263	Repair existing Extruded Panel Sign and/or Posts	200	EA	\$951.84	\$545.00
100009264	Emergency Response, per event	200	EA	\$327.00	\$218.00
100009265	Dismantle and haul off damaged Truss Sign Structure (includes emergency response and traffic control)	1	EA	\$7,302.40	\$8,720.00
100009266	Dismantle and haul off damaged Cantilever Sign Structure (includes emergency response and traffic control)	1	EA	\$2,657.44	\$2,180.00

ITEM ID #	ITEM DESCRIPTION	Estimated		OKC METRO AREA (OKLAHOMA & CANADIAN COUNTIES)	
		Quantity	UOM	CANADIAN	OKLAHOMA
New #	Installation of Vendor Provided Sign - Sheet Metal Signs (Overhead Sign)	2,000	SF	\$19.62	\$19.62
1000032264	Installation of Owner Provided LED Sign (Ground Mounted)	100	EA	\$880.75	\$893.80
1000032265	Repair existing LED Sign and/or Posts	100	EA	\$2,794.68	\$2,725.00
1000032266	Installation of Owner Provided Flashers beacons (Ground Mounted)	5	EA	\$4,058.62	\$4,058.62
1000032267	Installation of Owner Provided solar Panel and/or batteries (Ground Mounted)	5	EA	\$2,817.65	\$2,817.65
1000032268	Installation of Owner Provided Flashers (beacons) (Overhead Sign)	5	EA	\$2,290.09	\$2,290.09
1000032270	Installation of Owner Provided cabinets (ground mounted sign)	5	EA	\$1,936.39	\$1,936.39
1000032271	Installation of Owner Provided cabinets (Overhead Sign)	5	EA	\$2,052.69	\$2,052.69
1000032269	Installation of Owner Provided solar Panel and/or batteries (Overhead Sign)	5	EA	\$2,817.65	\$2,817.65
1000032272	Dismantle and haul off damaged Type C Monotube Cantilever Sign Structure (includes emergency response and traffic control)	1	EA	\$2,657.44	\$2,657.44
1000032273	Furnish and Install new Type B Monotube Overhead Sign Structure. Price to include Sign mounting brackets, U bolts and miscellaneous items shown on Attachment A.	100	LF	\$1,401.28	\$1,401.28
1000032274	Replace Damaged Type B Monotube Overhead Sign Structure parts.	100	LF	\$856.28	\$856.28
1000032275	Furnish and Install new Type C Monotube Cantilever Overhead Sign Structure. Price to include Sign mounting brackets, U bolts and miscellaneous items shown on Attachment A.	1	EA	\$55,757.66	\$55,757.66
1000032276	Drilled shafts 60" diameter. Shall include all costs of concrete and reinforcing in Drilled shafts.	36	LF	\$719.45	\$719.45
1000032277	Drilled shafts 60" diameter. Shall include all costs of concrete and reinforcing in Drilled shafts. Shall also include all costs of concrete and reinforcing in the barrier cap.	39.5	LF	\$1,199.00	\$1,199.00

ITEM ID #	ITEM DESCRIPTION	Estimated		OKC METRO AREA (OKLAHOMA & CANADIAN COUNTIES)	
		Quantity	UOM	CANADIAN	OKLAHOMA
1000032278	Furnish and Install new concrete longitudinal barrier in accordance with Roadway Standard CLB-1, see Attachment B, except for as shown on Attachment A. See pay itmes below:				
New #	1. Design 1 per CLB-1	175.0	LF	\$299.75	\$299.75
	2. Design 1-A per CLB-1, see pay items belwo				
New #	2.1 Concrete for Design 1-A	55.0	CY	\$327.00	\$327.00
New #	2.2 Reinforcement Steel for Design 1-A	6,269.0	LBS	\$3.27	\$3.27
1000009269	Vertical Clearance Sign	40	SF	\$219.09	\$219.09

EXHIBIT 3

REV. NO.	REVISION	DATE	



TYPE B CAMBER SCHEDULE			
SPAN (FT)	X25 (IN)	X50 (IN)	X75 (IN)
70	1.08	1.27	1.08
75	1.20	1.43	1.20
80	1.32	1.61	1.32
85	1.46	1.81	1.46
90	1.61	2.03	1.61
95	1.62	1.94	1.62
100	1.77	2.22	1.77
105	1.93	2.46	1.93
110	2.10	2.72	2.10
115	2.28	3.00	2.28
120	2.48	3.31	2.48
125	2.60	3.65	2.60
130	2.92	4.01	2.92
135	3.17	4.40	3.17
140	3.43	4.83	3.43
145	3.71	5.29	3.71
150	4.02	5.78	4.02

TYPE C CAMBER SCHEDULE			
SPAN (FT)	X33 (IN)	X67 (IN)	X100 (IN)
30	0.86	1.44	2.03

GENERAL INSTALLATION PROCEDURES

ENSURE THAT ALL ANCHOR BOLTS, BASE PLATES, AND FLANGE PLATES ARE PROPERLY ALIGNED TO PREVENT UNACCEPTABLE DISTORTION OF THE STRUCTURE UPON FINAL INSTALLATION. IN THE EVENT THAT THE DRILLED SHAFT AND ANCHOR BOLTS ARE INSTALLED PRIOR TO THE FABRICATION OF THE MONOTUBE STRUCTURE, THE MONOTUBE FABRICATOR SHOULD COORDINATE WITH THE DRILLED SHAFT CONTRACTOR TO ENSURE THAT THE BASE PLATES AND FLANGES ARE FABRICATED SO THAT PROPER ALIGNMENT OF ALL BOLT HOLES IS ACHIEVED. IN THE EVENT THAT THE MONOTUBE SIGN STRUCTURE IS FABRICATED PRIOR TO THE INSTALLATION OF THE DRILLED SHAFT AND ANCHOR BOLTS, THE DRILLED SHAFT CONTRACTOR SHOULD COORDINATE WITH THE SIGN STRUCTURE FABRICATOR TO ENSURE THAT THE ANCHOR BOLT INSTALLATION ALLOWS FOR PROPER ALIGNMENT OF ALL BOLTED CONNECTIONS. CONSTRUCTION TOLERANCES SET FORTH IN THE 2009 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL APPLY.

ERECT MONOTUBE SIGN STRUCTURE IN A MANNER APPROVED BY THE RESIDENT ENGINEER. SUPPORT ALL COMPONENTS OF THE STRUCTURE UNTIL FINAL TENSIONING OF ALL BOLTS AND FASTENERS IS COMPLETE.

INSTALLATION OF ALL FASTENERS AND BOLTS USING DIRECT TENSION INDICATORS SHALL BE IN ACCORDANCE WITH THE 2009 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. ENSURE THAT THE MONOTUBE SIGN STRUCTURE IS PROPERLY ATTACHED TO THE ANCHOR BOLTS AND THAT ALL LEVELING NUTS ARE FLUSH WITH THE BOTTOM OF THE BASE PLATE. ENSURE THAT ALL FLANGES HAVE BEEN SECURELY FASTENED.

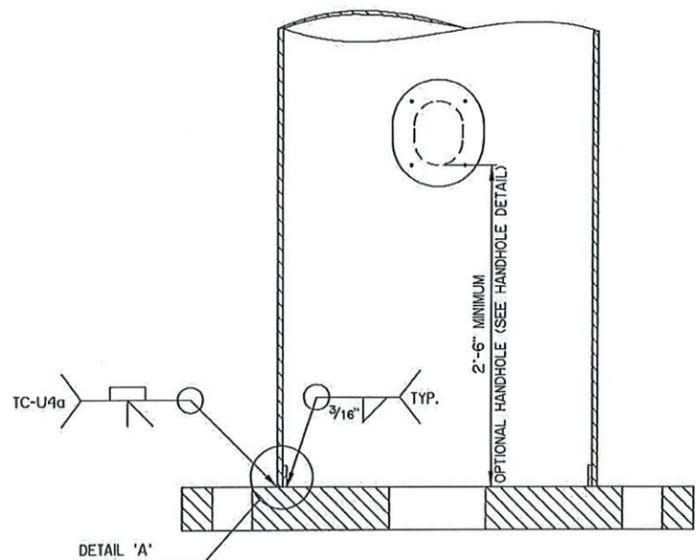
BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
852(D)	OVHD.SN.STR., MONOTUBE TYPE B	EA
852(E)	OVHD.SN.STR., MONOTUBE TYPE C	EA

- ### GENERAL NOTES
1. MAXIMUM SIGN HEIGHT TO BE USED ON THE TYPE C STRUCTURE SHALL BE 15 FEET. MAXIMUM SIGN HEIGHT TO BE USED ON THE TYPE B STRUCTURE SHALL BE 17 FEET.
 2. MAXIMUM SIGN AREA TO BE USED ON THE TYPE C STRUCTURE SHALL BE 320 SQUARE FEET. MAXIMUM SIGN AREA TO BE USED ON THE TYPE B STRUCTURE SHALL BE 800 SQUARE FEET.
 3. FOR SIGNS LESS THAN 10'-0" TALL, SIGNS SHALL BE CENTERED ON THE SPAN. FOR SIGNS GREATER THAN OR EQUAL TO 10'-0" TALL, BOTTOM OF SIGNS SHALL BE 5'-0" BELOW C OF THE SPAN.
 4. THE LENGTH OF THE ARM MEMBERS LABELED AS 'VARIES' SHOULD BE A MINIMUM OF 30'-0" FOR TYPE 'B' MONOTUBE SIGN STRUCTURES.
 5. ADJUST BEND RADIUS ACCORDING TO CAMBER DIAGRAM. ALL TRANSVERSE PLATES CONNECTING TO AN ELBOW SHALL BE PERPENDICULAR TO THE CENTERLINE OF THE ELBOW AT THE LOCATION OF THE CONNECTION.
 6. STRUCTURAL STEEL TUBING USED IN THE FABRICATION OF MONOTUBES SHALL EITHER BE COLD-FORMED WELDED OR SEAMLESS TUBING CONFORMING TO THE ASTM A500, GRADE C (MEETING AASHTO M270 ZONE 2 FRACTURE CRITICAL CHARPY V-NOTCH REQUIREMENTS) OR API 5L PSL 2, GRADE X52 (MEETING AASHTO M270 ZONE 2 FRACTURE CRITICAL CHARPY V-NOTCH REQUIREMENTS).
 7. BASE PLATES, FLANGE PLATES, AND FILLER PLATES TO BE STRUCTURAL STEEL CONFORMING TO THE SPECIFICATIONS OF ASTM DESIGNATION: A709, GRADE 50.
 8. ALL FLANGE BOLTS TO CONFORM TO THE SPECIFICATIONS OF ASTM A490, TYPE 1, AND SHALL BE TIGHTENED AND INSPECTED USING DIRECT TENSION INDICATORS TO CONFORM TO THE SPECIFICATIONS OF ASTM F959, TYPE 490. ALL WASHERS TO CONFORM TO THE SPECIFICATIONS OF ASTM F436, TYPE 1. ALL NUTS USED TO FASTEN ASTM A490 BOLTS SHALL BE ASTM A563, GRADE 55. ALL ANCHOR BOLTS TO CONFORM TO THE SPECIFICATIONS OF ASTM F1554-GRADE 55 (MEETING ASTM F1554 CHARPY V-NOTCH REQUIREMENTS) AND TO BE TIGHTENED AND INSPECTED USING DIRECT TENSION INDICATORS CONFORMING TO THE SPECIFICATIONS OF ASTM F2437 (TYPE 1 GRADE 55). ALL ANCHOR BOLT NUTS TO CONFORM TO THE SPECIFICATIONS OF ASTM A563-GRADE A. ALL ANCHOR BOLT WASHERS TO CONFORM TO THE SPECIFICATIONS OF ASTM F436, TYPE 1.
 9. HOT-DIP GALVANIZE ALL TUBE MEMBERS AND PLATES PER ASTM A123. COAT ASTM A490 FASTENERS PER ASTM F1136, GRADE 3. WHEN COATING ASTM A490 FASTENERS HYDROGEN EMBRITTLEMENT SHALL BE INVESTIGATED AND PREVENTED PER THE APPLICABLE ASTM SPECIFICATIONS. COAT NUTS USED WITH ASTM A490 FASTENERS PER ASTM F1136, GRADE 5. COAT WASHERS USED WITH ASTM A490 FASTENERS PER ASTM F1136, GRADE 3. COAT ANCHOR BOLTS, NUTS USED WITH ANCHOR BOLTS, AND WASHERS USED WITH ANCHOR BOLTS PER ASTM F2329.
 10. STAMP STRUCTURE IDENTIFICATION ON UPRIGHT OF STRUCTURE WITH THE FOLLOWING INFORMATION: JP#, TYPE 'B' OR TYPE 'C', STRUCTURE LENGTH, MAXIMUM ALLOWABLE SIGN AREA, MAXIMUM ALLOWABLE SIGN HEIGHT, DATE MANUFACTURED, AND MANUFACTURER'S NAME.
 11. MAINTAIN TEMPORARILY SUPPORTED TO TAKE ALL LOAD OFF OF THE FIELD SPLICES WHILE BOLTS ARE BEING TIGHTENED IN ORDER TO FIRMLY SEAT THE FLANGE PLATES AND BASE PLATES.
 12. POSTS FOR TUBULAR SIGN STRUCTURES TO BE FORMED TO THE RADII SHOWN ON THE PLANS BY FABRICATION METHODS WHICH WILL NOT CRIMP OR BUCKLE THE INTERIOR RADIUS OF THE PIPE BEND.
 13. CLIPS, EYES OR REMOVABLE BRACKETS TO BE AFFIXED TO ALL POSTS AND MAINTAINING, AS NECESSARY, TO SECURE THE SIGN DURING SHIPPING AND FOR LIFTING AND MOVING DURING ERECTION. THIS IS TO PREVENT DAMAGE TO THE FINISHED GALVANIZED OR PAINTED SURFACES. BRACKETS ON TUBULAR SIGN STRUCTURES TO BE REMOVED AFTER ERECTION. DETAILS OF SUCH DEVICES TO BE SHOWN ON THE SHOP DRAWINGS.
 14. BOLTS WITH DIAMETERS EXCEEDING BY UP TO 1/4 INCH THE DIAMETER OF THE BOLTS SHOWN ON THE PLANS MAY BE USED, PROVIDED THAT THE REQUIRED CLEARANCES AND EDGE DISTANCE ARE NOT REDUCED BELOW THAT REQUIRED FOR THE LARGER BOLT.
 15. FABRICATE ALL SIGN STRUCTURES TO THE LARGEST PRACTICAL SECTIONS PRIOR TO GALVANIZING. SPLICE LOCATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL AND THE CONTRACTOR SHALL NOT COMMENCE FABRICATION UNTIL SUCH SPLICE LOCATIONS ARE APPROVED.
 16. ALL TYPE 'C' SIGN STRUCTURES TO HAVE A REMOVABLE CAP ON THE END OF THE HORIZONTAL MEMBER OF THE STRUCTURE.
 17. WELDING OF STEEL TO CONFORM TO THE REQUIREMENTS OF AWS D1.1 (LATEST REVISION). GRIND ALL AREAS TO BE WELDED TO BRIGHT METAL. COMPLETE ALL WELDING AND REQUIRED NON-DESTRUCTIVE TESTING BEFORE MATERIAL IS GALVANIZED. TEST ALL CIRCUMFERENTIAL WELDS NON-DESTRUCTIVELY USING THE ENHANCED MAGNETIC PARTICLE METHOD IN ACCORDANCE WITH ODOT STANDARD SPECIFICATION 720.03B. MAXIMUM WELD UNDERCUT SHALL BE 0.01".
 18. ALL TUBE-TO-TRANSVERSE PLATE COMPLETE JOINT PENETRATION (CJP) GROOVE WELDS SHALL BE ULTRASONICALLY TESTED (UT) FOR CRACKS BEFORE AND AFTER GALVANIZATION.
 19. WELD FILLER MATERIAL SHALL MEET ALL CHARPY V-NOTCH REQUIREMENTS SPECIFIED IN AWS D1.1 AT A TEMPERATURE OF 40°F.
 20. ALL BASE METAL SHALL BE PREHEATED IN ACCORDANCE WITH AWS D1.1 PRIOR TO WELDING.
 21. BACKING RING SHALL BE THOROUGHLY FUSED WITH THE WELD MATERIAL.
 22. SMAW ELECTRODES SHALL BE THE LOW-HYDROGEN CLASSIFICATION AS DEFINED BY AWS D1.1.
 23. STORAGE, HANDLING, AND USE OF LOW-HYDROGEN ELECTRODES SHALL BE IN CONFORMANCE WITH AWS D1.1.
 24. THERE SHALL BE NO POST WELD HEAT TREATMENT OF THE TUBE-TO-TRANSVERSE PLATE CONNECTION.
 25. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO ODOT BRIDGE DIVISION. A WELDING PROCEDURE SPECIFICATION (WPS) SHALL BE ATTACHED TO THE SHOP DRAWINGS.
 26. BACKING RING MATERIAL SHALL BE IN ACCORDANCE WITH AWS D1.1.

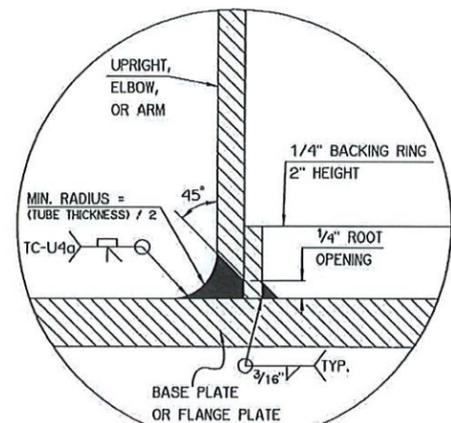
PRELIMINARY -- NOT FOR CONSTRUCTION

<p>MONOTUBE STRUCTURE (TYPE 'B' & TYPE 'C')</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Design</td><td>JG</td><td>JW</td></tr> <tr><td>Detail</td><td>JG</td><td>JW</td></tr> <tr><td>Check</td><td>JG</td><td>JW</td></tr> <tr><td>Supv. SUPERVISOR</td><td></td><td></td></tr> <tr><td>Eng. ENGINEER</td><td></td><td></td></tr> </table>	Design	JG	JW	Detail	JG	JW	Check	JG	JW	Supv. SUPERVISOR			Eng. ENGINEER		
Design	JG	JW														
Detail	JG	JW														
Check	JG	JW														
Supv. SUPERVISOR																
Eng. ENGINEER																
<p>STATE OF OKLAHOMA</p>	<p>DEPARTMENT OF TRANSPORTATION</p>															
<p>JOB PRICE NO.</p>	<p>SHEET NO. M1</p>															

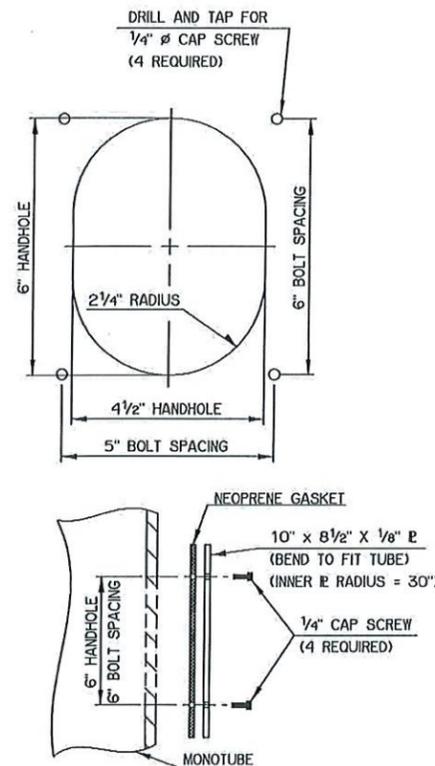
REV. NO.	DESCRIPTION	REVISIONS	DATE



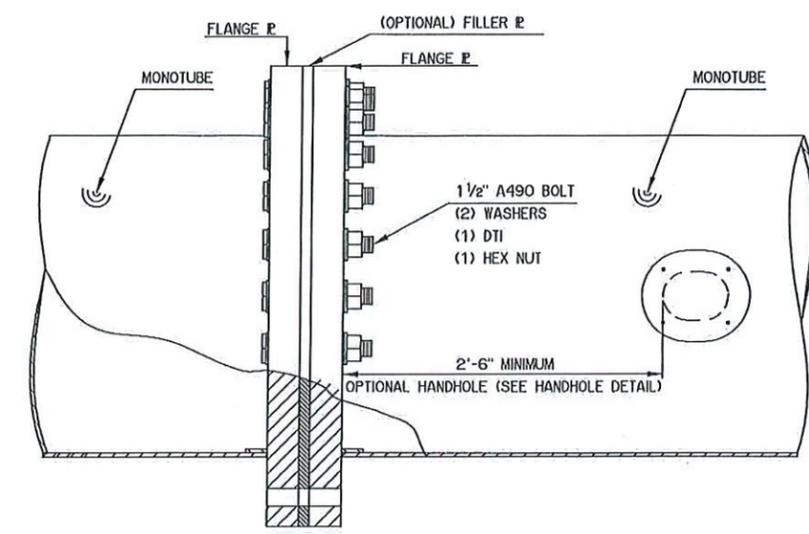
TUBE-TO-TRANSVERSE-PLATE DETAIL (TYPICAL)
(DETAIL TYPICAL FOR BASE AND FLANGE PLATES)



DETAIL 'A'



HANDHOLE DETAIL (OPTIONAL)



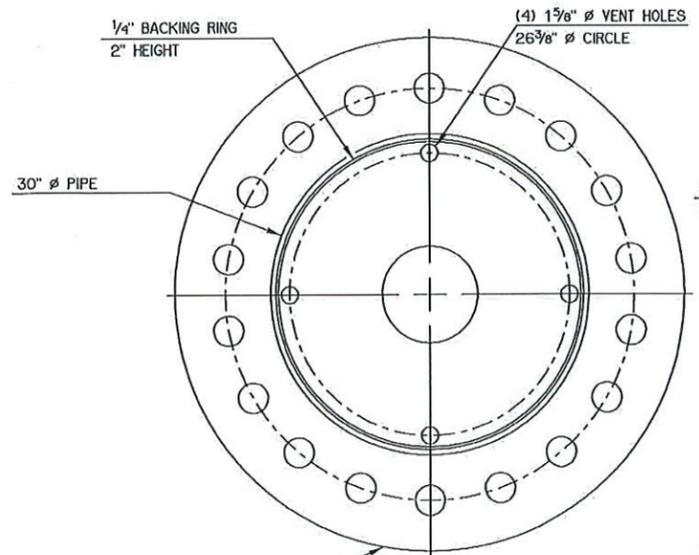
TYPICAL FLANGE CONNECTION DETAIL

NOTE: OPTIONAL HANDHOLES FOR TYPE 'B' STRUCTURES SHOULD BE POSITIONED ON THE ROADWAY FACE OF THE TUBE.

OPTIONAL FILLER PLATE NOTE:

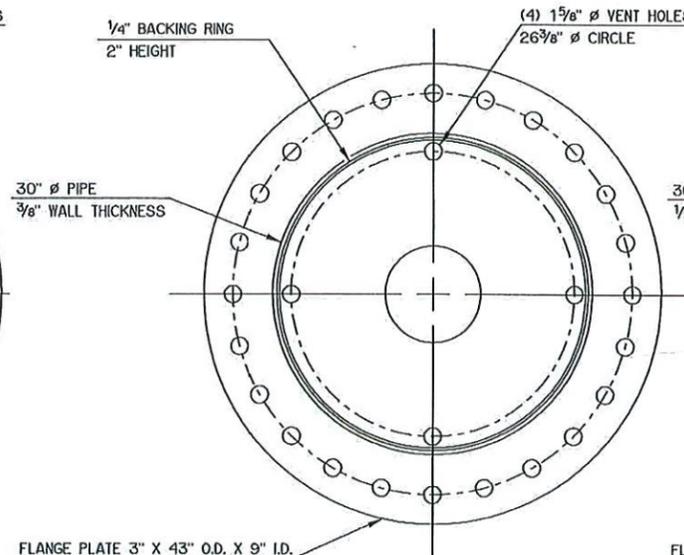
DURING ASSEMBLY OF THE FLANGE CONNECTIONS, THE TWO ADJOINING MEMBERS SHALL NOT BE PULLED TOGETHER AND TIGHTENED IF A GAP OF OVER 1/8" EXISTS. IF A GAP EXCEEDING THIS TOLERANCE IS ENCOUNTERED, THE CONTRACTOR IS PERMITTED TO USE A FILLER PLATE AT A HORIZONTAL MEMBER FLANGE CONNECTION. THE MAXIMUM THICKNESS OF A FILLER PLATE AT ANY SINGLE FLANGE CONNECTION IS 1". IF MORE THAN 1", BUT LESS THAN OR EQUAL TO 6", IS REQUIRED FOR ASSEMBLY THE REQUIRED DIMENSION SHALL BE SEPERATED INTO TWO DIFFERENT FLANGE CONNECTIONS AND THE TWO FLANGE CONNECTIONS SHALL BE LOCATED SYMMETRICALLY ALONG THE TYPE B MONOTUBE STRUCTURE. ADDITION OF FILLER PLATES SHALL BE AT THE COST OF THE CONTRACTOR.

MONOTUBE SCHEDULE				
SPAN	TUBE DIAMETER (ALL TUBES)	TUBE THICKNESS (ALL TUBES)	BASE R	FLANGE R
70FT - 90FT	30"	3/8"	TYPICAL	A
95FT - 150FT	30"	1/2"	TYPICAL	B



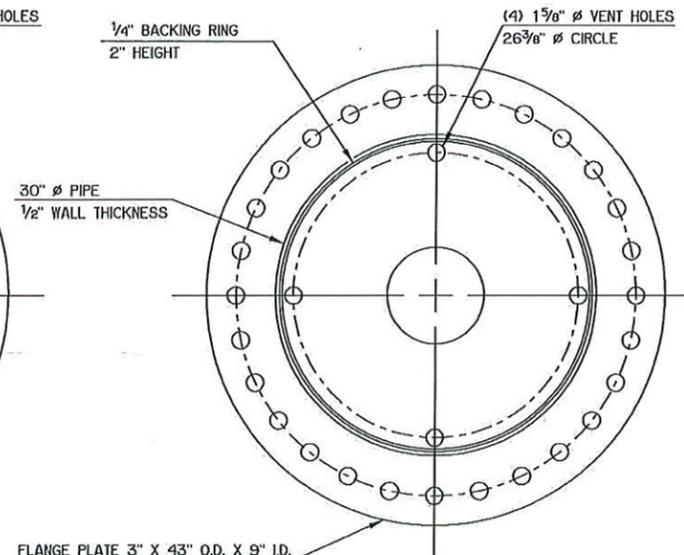
BASE PLATE 4" X 48" O.D. X 9" I.D.
(18) 2 13/16" Ø BOLT HOLES
BOLT CIRCLE 38 1/2" Ø
2 1/2" F1554 GR.55 ANCHOR BOLTS

BASE PLATE



FLANGE PLATE 3" X 43" O.D. X 9" I.D.
(24) 1 5/8" Ø BOLT HOLES
BOLT CIRCLE 37 1/2" Ø
1 1/2" A490 BOLTS

FLANGE PLATE 'A'

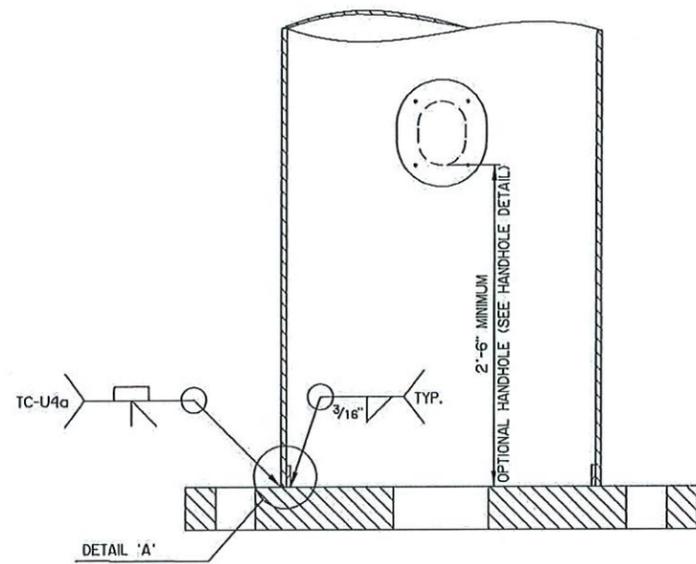


FLANGE PLATE 3" X 43" O.D. X 9" I.D.
(28) 1 5/8" Ø BOLT HOLES
BOLT CIRCLE 37 1/2" Ø
1 1/2" A490 BOLTS

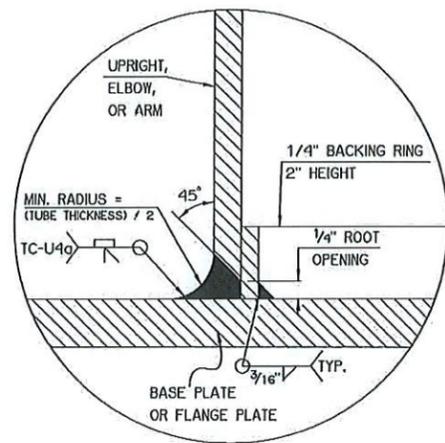
FLANGE PLATE 'B'

PRELIMINARY -- NOT FOR CONSTRUCTION

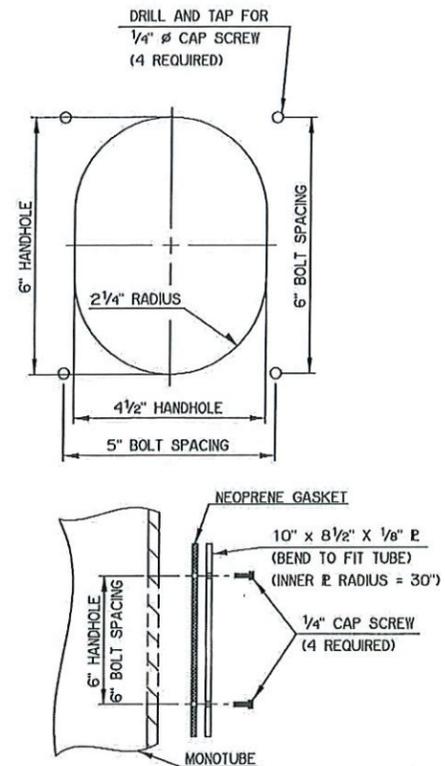
MONOTUBE STRUCTURE (TYPE 'B' DETAIL)	Design	JG	JW
	Detail	JG	JW
	Check	JG	JW
	Supervisor	Eng. ENGINEER	
STATE OF OKLAHOMA		DEPARTMENT OF TRANSPORTATION	
<small>JOB PRICE NO.</small>		<small>SHEET NO. M2</small>	



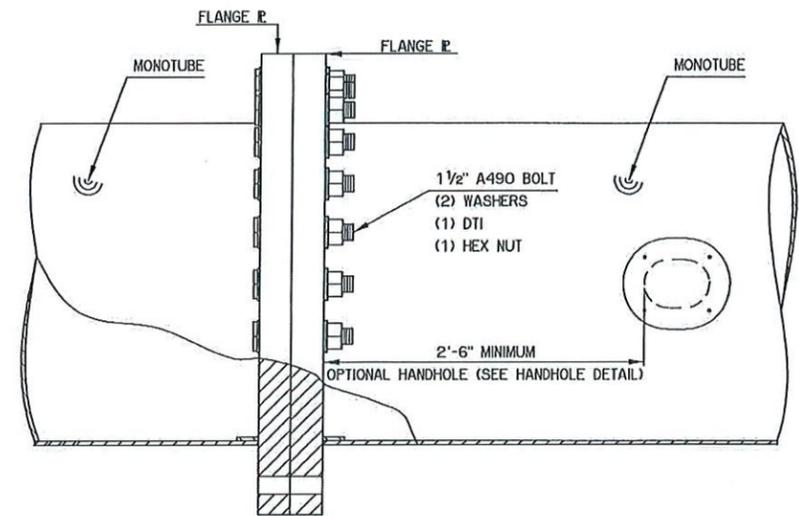
TUBE-TO-TRANSVERSE-PLATE DETAIL (TYPICAL)
(DETAIL TYPICAL FOR BASE AND FLANGE PLATES)



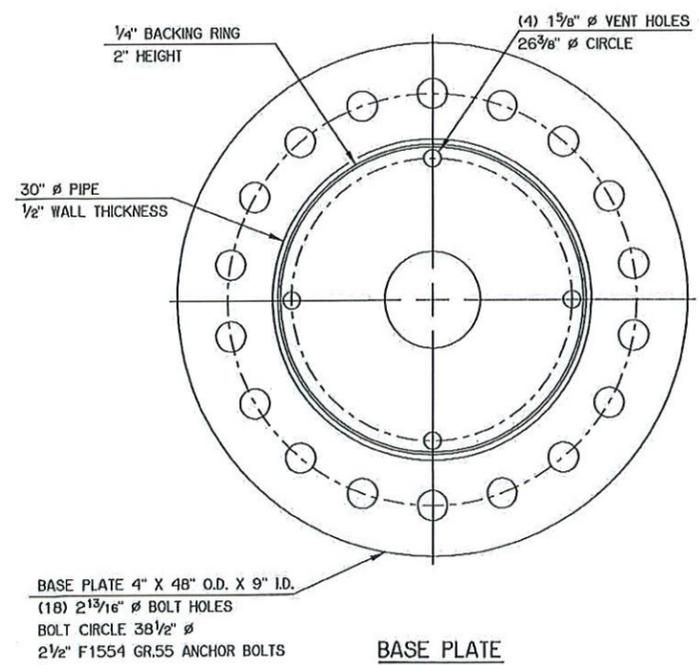
DETAIL 'A'



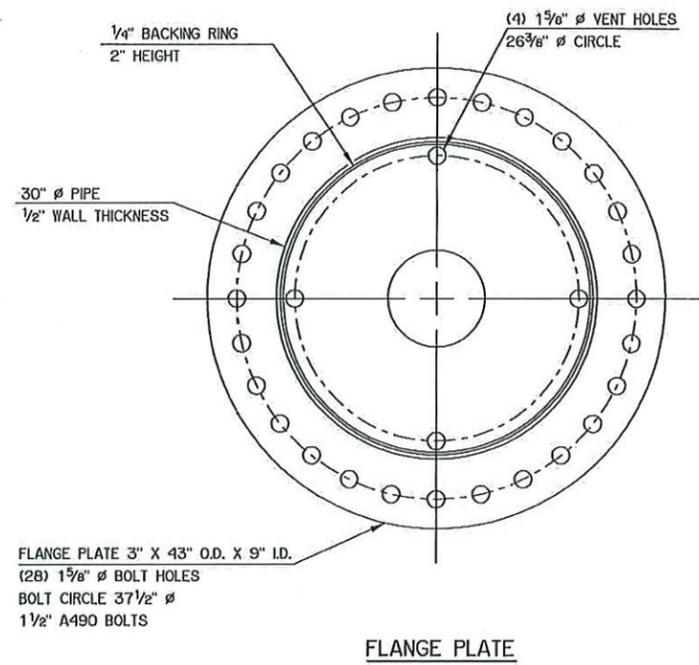
HANDHOLE DETAIL
(OPTIONAL)



TYPICAL FLANGE CONNECTION DETAIL
NOTE: OPTIONAL HANDHOLES FOR TYPE 'C' STRUCTURES SHOULD BE POSITIONED ON THE DOWN TRAFFIC FACE OF THE TUBE.



BASE PLATE

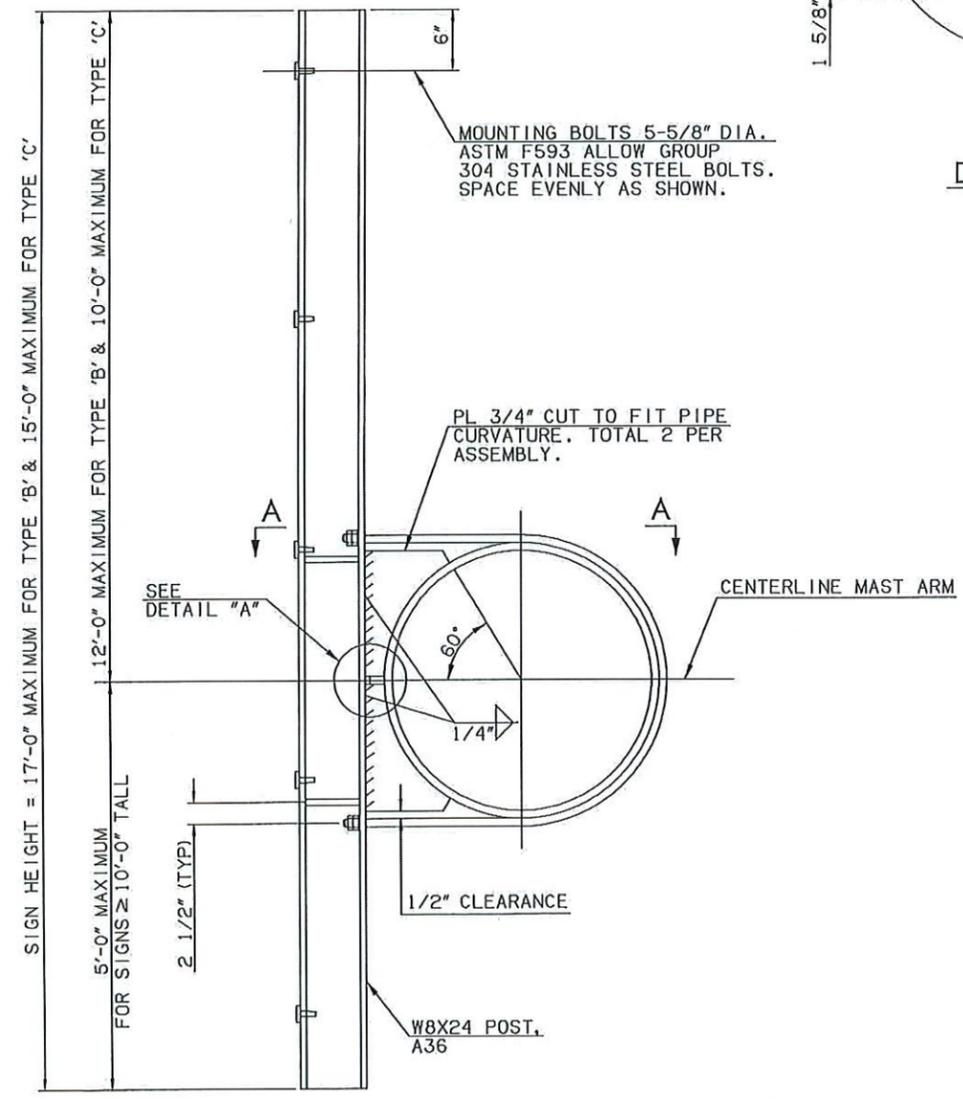


FLANGE PLATE

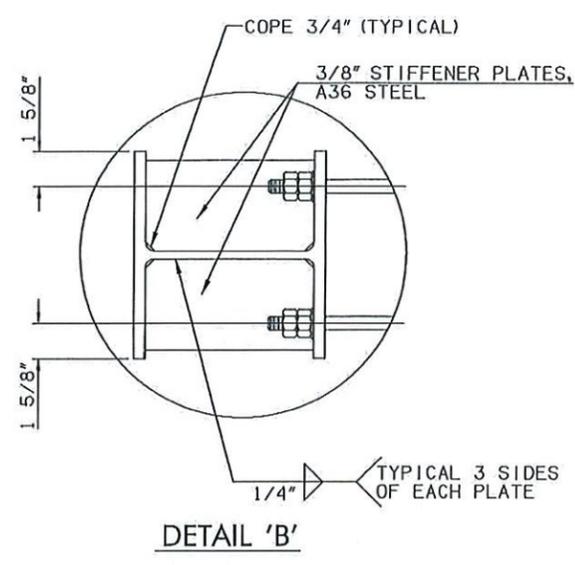
PRELIMINARY -- NOT FOR CONSTRUCTION

MONOTUBE STRUCTURE (TYPE 'C' DETAILS)	Design	JG	JW
	Dwlnl	JG	JW
	Check	JG	JW
	Sgnat	SUPERVISOR	ENGINEER
STATE OF OKLAHOMA		DEPARTMENT OF TRANSPORTATION	
X00 PECE NO.		SHEET NO. M3	

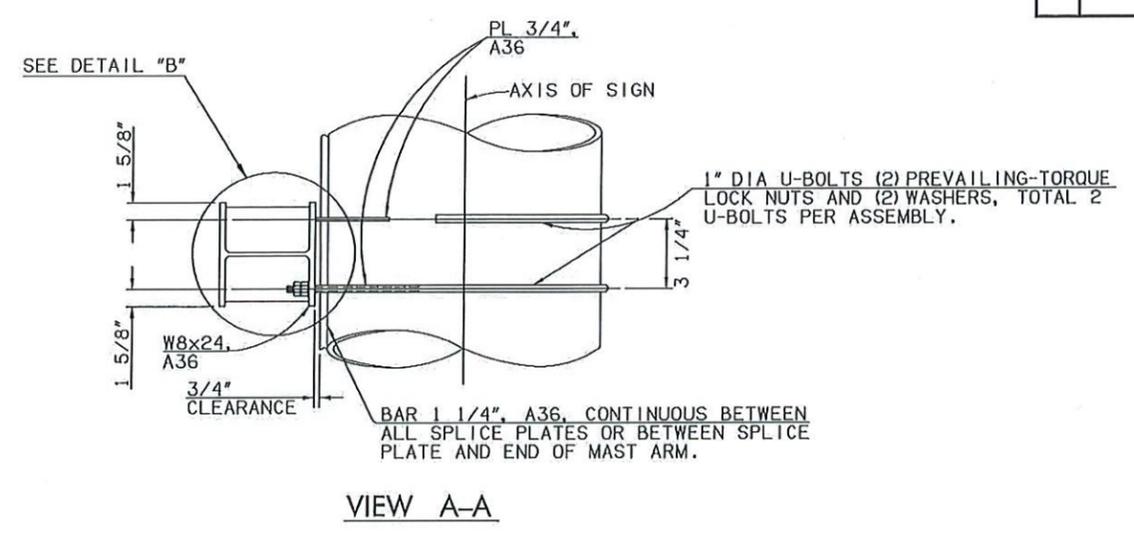
REV. NO.	DESCRIPTION	REVISIONS	DATE



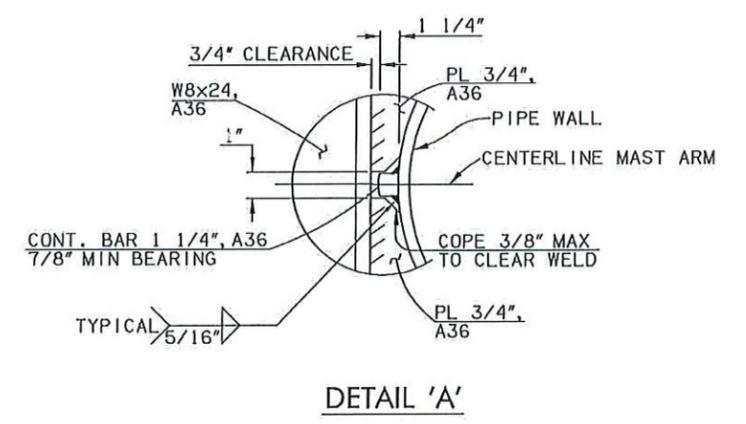
SIGN MOUNTING BRACKET



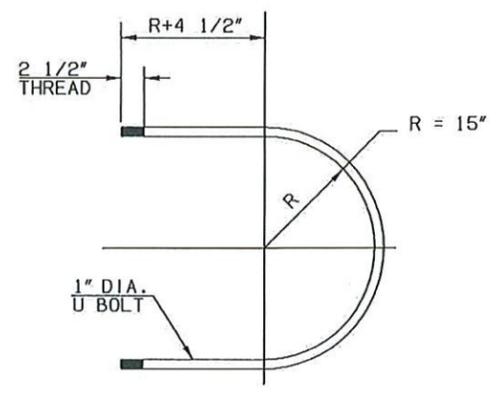
DETAIL 'B'



VIEW A-A



DETAIL 'A'



U BOLT DETAIL

GENERAL NOTES

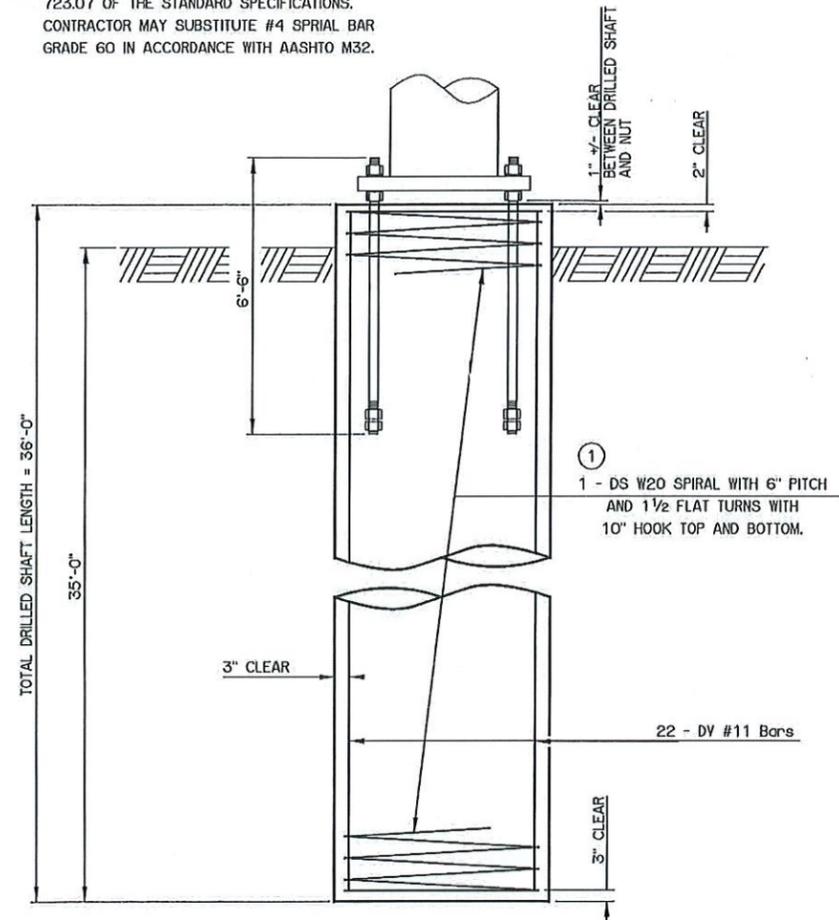
1. ALL U-BOLTS SHALL CONFORM TO THE MATERIAL SPECIFICATIONS OF ASTM A193-B7, AND THREADS SHALL CONFORM TO ASTM A325 SECTION 7.2. ALL U-BOLT NUTS SHALL BE PREVAILING-TORQUE LOCK NUTS AND SHALL CONFORM TO THE SPECIFICATION OF ASTM A194-2H. ALL WASHERS SHALL CONFORM TO THE SPECIFICATIONS OF ASTM F436.

PRELIMINARY -- NOT FOR CONSTRUCTION

MONOTUBE STRUCTURE (OVERHEAD SIGN BRACKET DETAIL)	Design	JG	JW
	Detail	JG	JW
	Check	JG	JW
	Supv.	SUPERVISOR	
	Eng.	ENGINEER	
STATE OF OKLAHOMA	DEPARTMENT OF TRANSPORTATION		SHEET NO. M4

REV. NO.	DESCRIPTION	REVISIONS	DATE

① USE W20 SPIRAL IN ACCORDANCE WITH 723.07 OF THE STANDARD SPECIFICATIONS. CONTRACTOR MAY SUBSTITUTE #4 SPIRAL BAR GRADE 60 IN ACCORDANCE WITH AASHTO M32.



DRILLED SHAFT NOTES:

MATERIAL PROPERTIES
 CLASS 'AA' CONCRETE = 4,000 PSI
 REINFORCING STEEL = 60,000 PSI

THE DRILLED SHAFT FOR THE MONOTUBE SIGN STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING PROPERTIES:

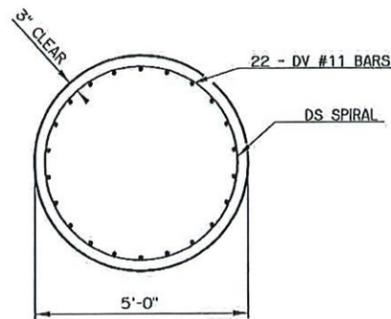
- COHESIVE SOIL
 UNIT WEIGHT = 120 PCF
 COHESION = 1000 PSF
- GRANULAR SOIL
 UNIT WEIGHT = 120 PCF
 INTERNAL FRICTION ANGLE = 28 DEGREES

IF SITE CONDITIONS ARE ENCOUNTERED THAT DIFFER FROM THOSE SPECIFIED ABOVE, THE ENGINEER SHALL BE CONTACTED. SUCH CONDITIONS ARE, BUT NOT LIMITED TO, AS FOLLOWS:

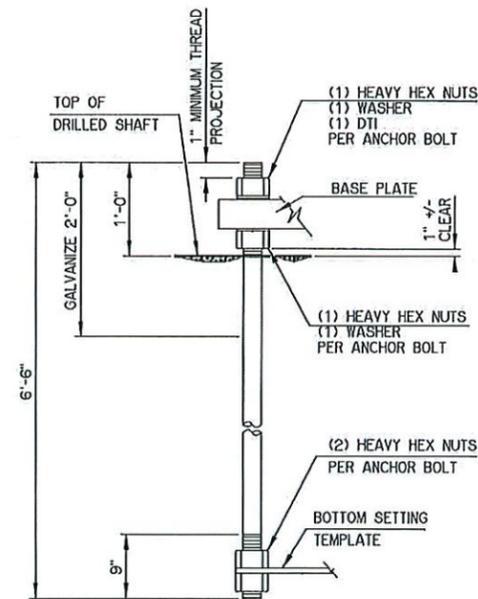
- SOIL HAS HIGH ORGANIC CONTENT OR CONSISTS OF SATURATED SILT AND CLAY.
- THE SITE WON'T SUPPORT THE WEIGHT OF THE DRILLING RIG.
- ROCK IS ENCOUNTERED.

DRILLED SHAFTS SHALL BE CONSTRUCTED ACCORDING TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND ASSOCIATED SPECIAL PROVISIONS. THE USE OF THE "DOUBLE CASING METHOD" IS NOT ALLOWED FOR THIS DESIGN.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THAT THE LOCATION AND ELEVATION OF THE DRILLED SHAFT ARE AS REQUIRED IN THE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE MONOTUBE SUPPLIER TO ENSURE THAT THE ORIENTATION OF THE ANCHOR BOLTS IN THE DRILLED SHAFT ALLOW FOR PROPER ALIGNMENT OF ALL BASE PLATES AND FLANGES UPON FINAL INSTALLATION.



TYPICAL SECTION THRU 60" DRILLED SHAFT



2 1/2" Ø ANCHOR BOLT DETAIL (F1554 GR. 55)

NOTE: FOR ADDITIONAL DRILLED SHAFT DETAILS, SEE "MONOTUBE STRUCTURE (DRILLED SHAFT DETAILS) (SHEET 3 OF 3)". FOR DRILLED SHAFT DETAILS IN THE MEDIAN, SEE "MONOTUBE STRUCTURE (DRILLED SHAFT DETAILS) (SHEET 2 OF 3)".

DRILLED SHAFT BAR LIST (INCLUDED IN CONTRACT UNIT PRICE OF DRILLED SHAFT)				
MARK	SIZE	NO.	FORM	LENGTH
PLAIN REINFORCING BARS				
DS	W20	1	BNT	1,052'-9"
DV	#11	22	STR	35'-7"

BASIS OF PAYMENT		
ITEM NO.	DESCRIPTION	UNIT
② 516(A)	DRILLED SHAFTS 60" DIAMETER	L.F.

② ALL COSTS OF CONCRETE AND REINFORCING IN DRILLED SHAFTS SHALL BE INCLUDED IN THE PRICE BID FOR "DRILLED SHAFTS 60" DIAMETER".

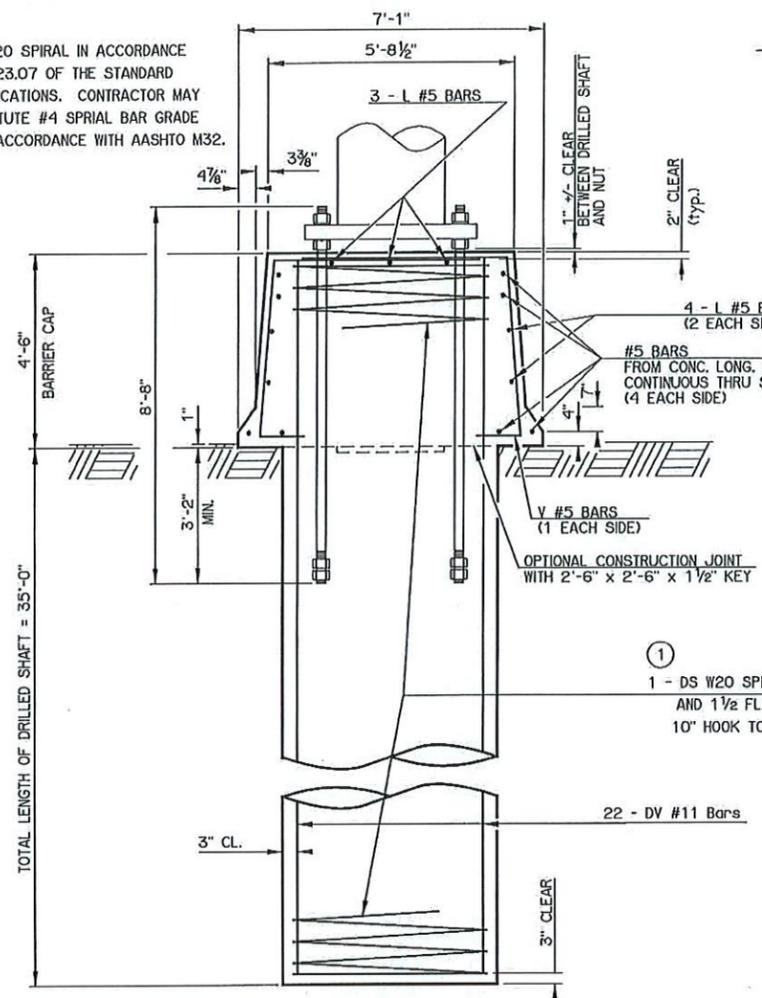
PRELIMINARY -- NOT FOR CONSTRUCTION

MONOTUBE STRUCTURE (DRILLED SHAFT DETAILS) (SHEET 1 OF 3)

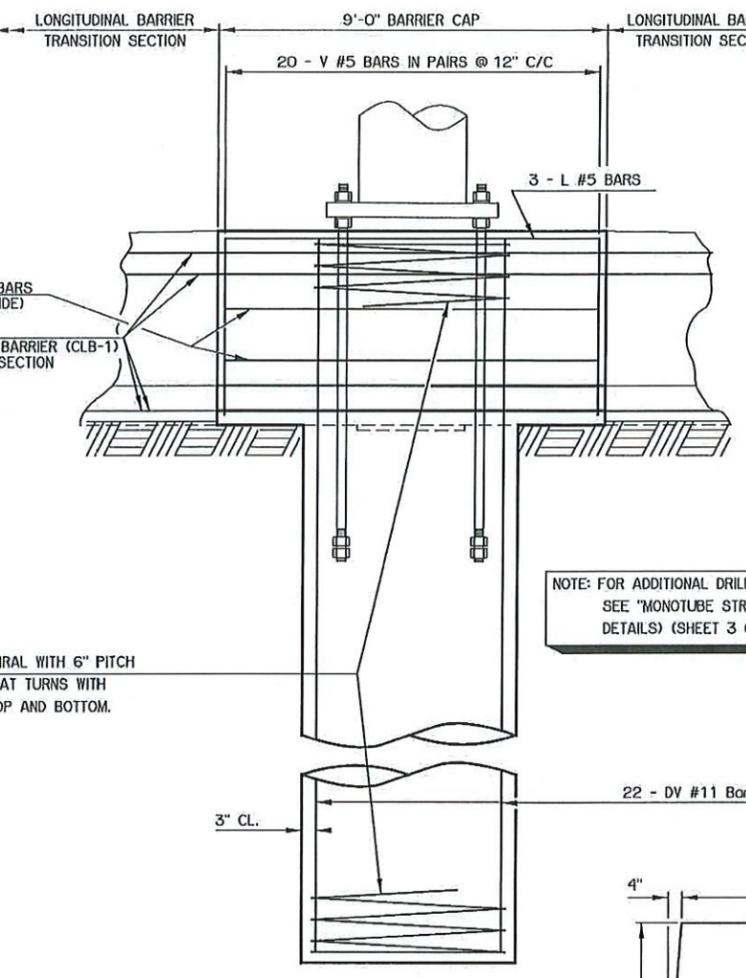
Drawn	JG	JW
Check	JG	JW
Spot	SUPERVISOR	
Eng.	ENGINEER	

REV. NO.	DESCRIPTION	REVISIONS	DATE

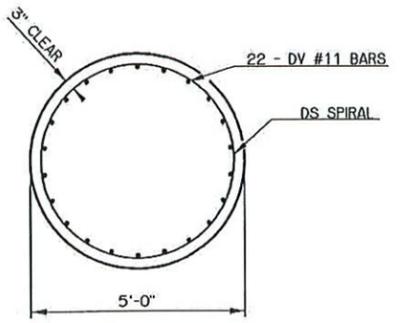
① USE W20 SPIRAL IN ACCORDANCE WITH 723.07 OF THE STANDARD SPECIFICATIONS. CONTRACTOR MAY SUBSTITUTE #4 SPIRAL BAR GRADE 60 IN ACCORDANCE WITH AASHTO M32.



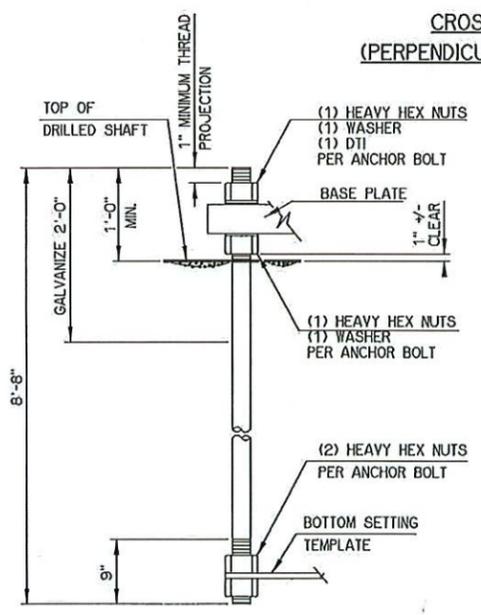
CROSS SECTION (PARALLEL TO TRAFFIC)



CROSS SECTION (PERPENDICULAR TO TRAFFIC)

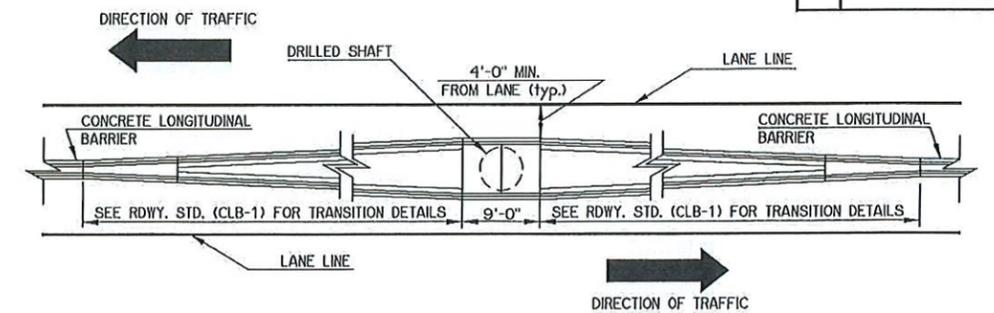


TYPICAL SECTION THRU 60" DRILLED SHAFT

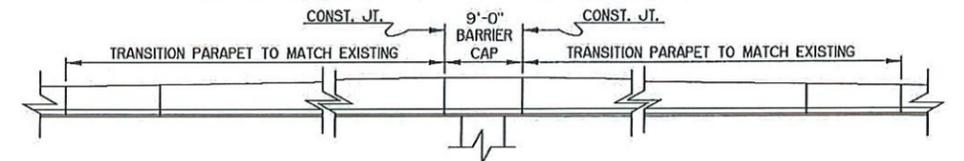


2 1/2" Ø ANCHOR BOLT DETAIL (F1554 GR. 55)

NOTE: FOR ADDITIONAL DRILLED SHAFT DETAILS, SEE "MONOTUBE STRUCTURE (DRILLED SHAFT DETAILS) (SHEET 3 OF 3)".



CONCRETE LONGITUDINAL BARRIER DETAIL (PLAN VIEW)



CONCRETE LONGITUDINAL BARRIER DETAIL (ELEVATION VIEW)

NOTE: CONCRETE LONGITUDINAL BARRIER SHALL BE CONSTRUCTED IN ACCORDANCE WITH ROADWAY STANDARD CLB-1 EXCEPT FOR AS SHOWN HERE.

DRILLED SHAFT NOTES:

MATERIAL PROPERTIES
 CLASS 'AA' CONCRETE = 4,000 PSI
 REINFORCING STEEL = 60,000 PSI

THE DRILLED SHAFT FOR THE MONOTUBE SIGN STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING PROPERTIES:

- COHESIVE SOIL
 UNIT WEIGHT = 120 PCF
 COHESION = 1000 PSF
- GRANULAR SOIL
 UNIT WEIGHT = 120 PCF
 INTERNAL FRICTION ANGLE = 28 DEGREES

IF SITE CONDITIONS ARE ENCOUNTERED THAT DIFFER FROM THOSE SPECIFIED ABOVE, THE ENGINEER SHALL BE CONTACTED. SUCH CONDITIONS ARE, BUT NOT LIMITED TO, AS FOLLOWS:

- SOIL HAS HIGH ORGANIC CONTENT OR CONSISTS OF SATURATED SILT AND CLAY.
- THE SITE WON'T SUPPORT THE WEIGHT OF THE DRILLING RIG.
- ROCK IS ENCOUNTERED.

DRILLED SHAFTS SHALL BE CONSTRUCTED ACCORDING TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND ASSOCIATED SPECIAL PROVISIONS. THE USE OF THE "DOUBLE CASING METHOD" IS NOT ALLOWED FOR THIS DESIGN.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THAT THE LOCATION AND ELEVATION OF THE DRILLED SHAFT ARE AS REQUIRED IN THE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE MONOTUBE SUPPLIER TO ENSURE THAT THE ORIENTATION OF THE ANCHOR BOLTS IN THE DRILLED SHAFT ALLOW FOR PROPER ALIGNMENT OF ALL BASE PLATES AND FLANGES UPON FINAL INSTALLATION.

BARRIER CAP QUANTITIES
(INCLUDED IN CONTRACT UNIT PRICE OF DRILLED SHAFT)

ITEM	UNIT	QTY.
CLASS AA CONCRETE	CY	12.50
REINFORCING STEEL	LB	270.00

BARRIER CAP BAR LIST
(INCLUDED IN CONTRACT UNIT PRICE OF DRILLED SHAFT)

MARK	SIZE	NO.	FORM	LENGTH
PLAIN REINFORCING BARS				
L	#5	7	STR	8'-8"
V	#5	20	BNT	9'-11"

DRILLED SHAFT BAR LIST
(INCLUDED IN CONTRACT UNIT PRICE OF DRILLED SHAFT)

MARK	SIZE	NO.	FORM	LENGTH
PLAIN REINFORCING BARS				
DS	W20	1	BNT	1,156'-6"
DV	#11	22	STR	39'-1"

BASIS OF PAYMENT

ITEM NO.	DESCRIPTION	UNIT
② 516(A)	DRILLED SHAFTS 60" DIAMETER	L.F.

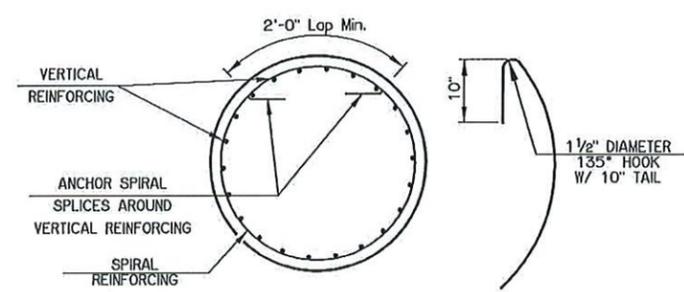
② ALL COSTS OF CONCRETE AND REINFORCING IN DRILLED SHAFTS SHALL BE INCLUDED IN THE PRICE BID FOR "DRILLED SHAFTS 60" DIAMETER".
 ② ALL COSTS OF CONCRETE AND REINFORCING IN THE BARRIER CAP SHALL BE INCLUDED IN THE PRICE BID FOR "DRILLED SHAFTS 60" DIAMETER".

PRELIMINARY -- NOT FOR CONSTRUCTION

MONOTUBE STRUCTURE (DRILLED SHAFT DETAILS) (SHEET 2 OF 3)

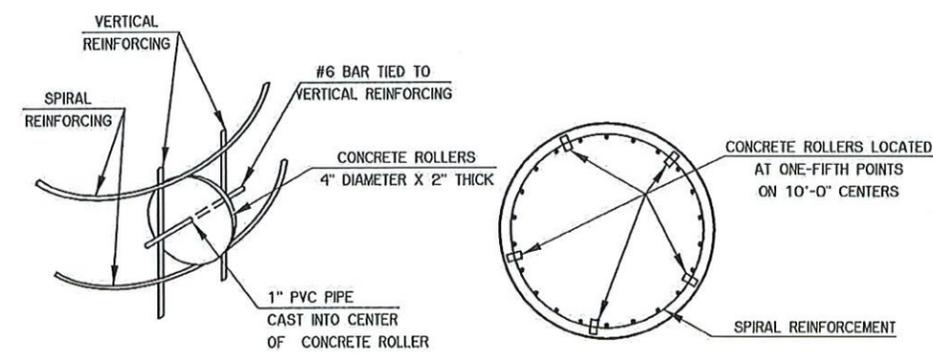
Drawn	JG	JW
Check	JG	JW
Spot	SUPERVISOR	
Eng.	ENGINEER	

REV. NO.	DESCRIPTION	REVISIONS	DATE



SPIRAL REINFORCING SPLICE DETAIL

NOTE: SPIRAL BAR LENGTH QUANTITY DOES NOT INCLUDE LAP. IF LAP IS REQUIRED, THE LENGTH OF THE LAP SHALL BE AS SHOWN.

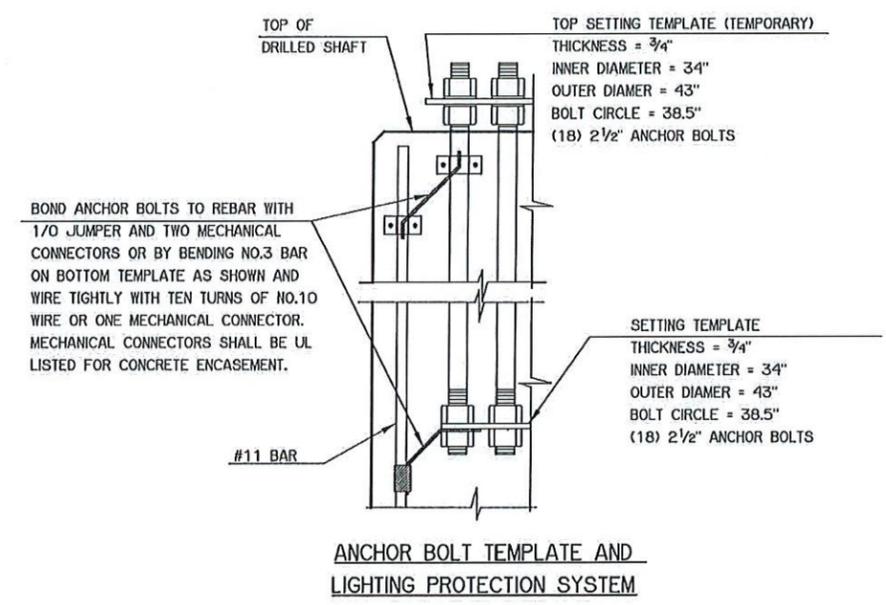


ROLLER INSTALLATION

ROLLER PLACEMENT

DETAIL OF CONCRETE ROLLERS

NOTE: CONCRETE USED IN THE CONCRETE ROLLERS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 P.S.I. SLAB BOLSTERS, HIGH CHAIRS, AND PLASTIC ROLLERS SHALL NOT BE SUBSTITUTED FOR THE CONCRETE ROLLERS.

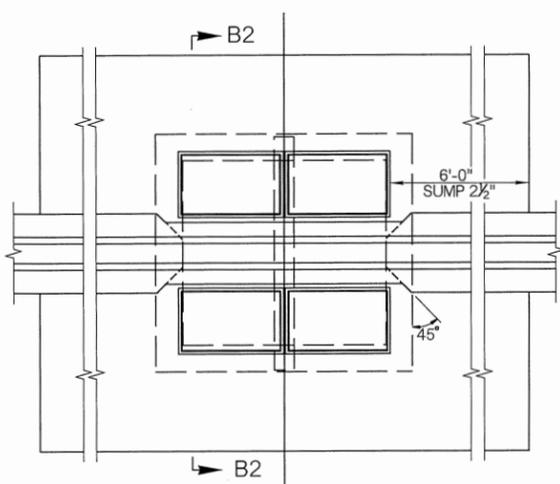


PRELIMINARY -- NOT FOR CONSTRUCTION

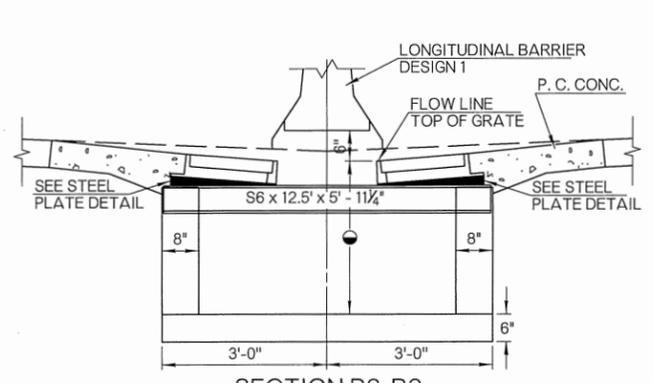
MONOTUBE STRUCTURE (DRILLED SHAFT DETAILS) (SHEET 3 OF 3)	Design	JG	JW
	Detail	JG	JW
	Check	JG	JW
Signed		SUPERVISOR	
Eng.		ENGINEER	
STATE OF OKLAHOMA		DEPARTMENT OF TRANSPORTATION	
JOB FILE NO.		SHEET NO. M7	

EXHIBIT 4

STANDARD REVISIONS		
DESCRIPTION	DATE	



PLAN OF DOUBLE SIDED INLET (TYPE II) IN LONGITUDINAL BARRIER



SECTION B2-B2

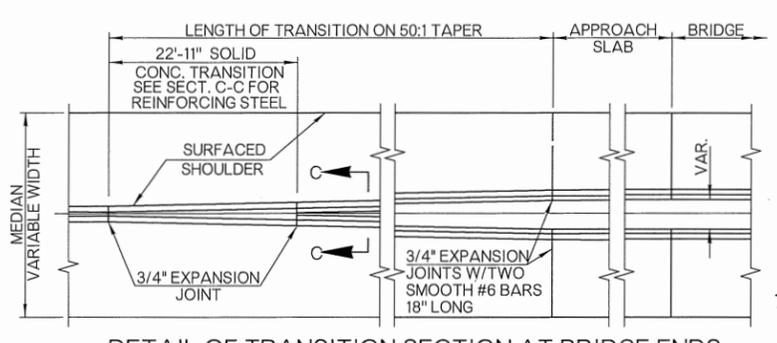
RCP SIZE	MIN. DEPTH
18" RCP	2' - 8"
24" RCP	3' - 2"
30" RCP	3' - 8"

NOTE: SEE ROADWAY STDS. SSIF-4 & CIG-3 FOR AVAILABLE INLET FRAME & GRATES TO BE USED ON SINGLE (TYPE I) OR DOUBLE (TYPE II) SIDED INLETS.

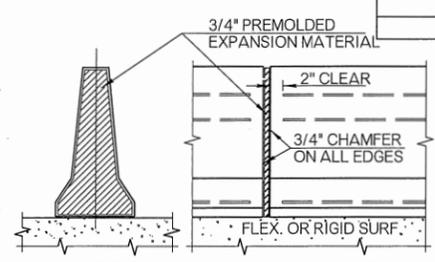
BENDING DIAGRAM BAR C (J-HOOK) @10" C/C

L(MIN.)	GRADE DIFF.	OVERALL
41"	12" THRU 18"	54"
47"	19" THRU 24"	60"
53"	25" THRU 30"	67"
59"	31" THRU 36"	73"

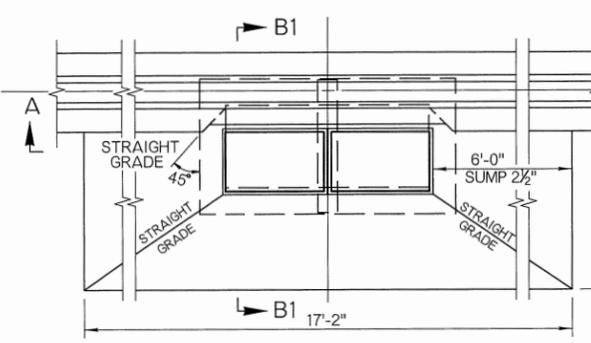
NOTE: FOR GRADE DIFFERENCE OF 0" TO 11" BETWEEN OPPOSITE SIDES OF BARRIER, NO ADDITIONAL REINFORCEMENT IS REQUIRED.



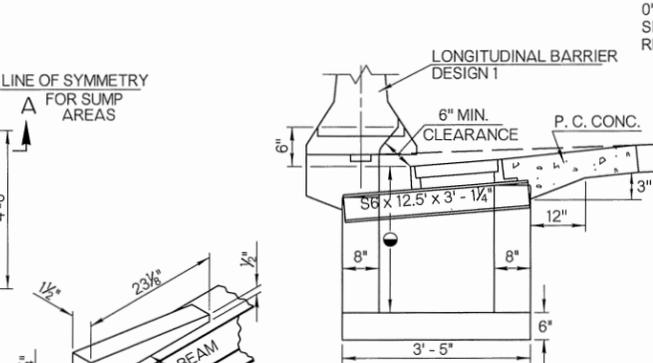
DETAIL OF TRANSITION SECTION AT BRIDGE ENDS



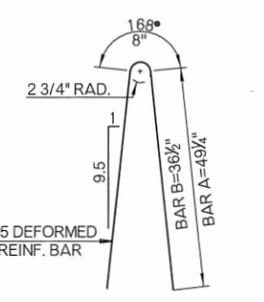
DETAIL EXPANSION JOINT



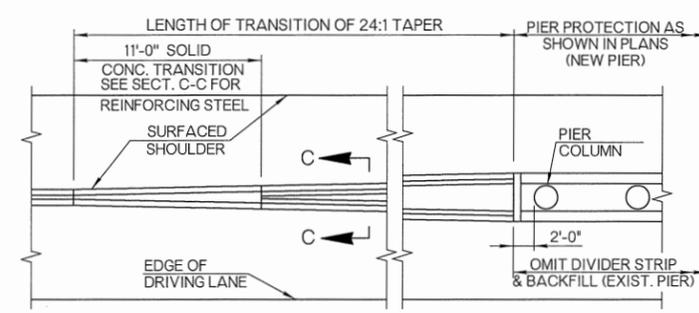
PLAN OF SINGLE SIDED INLET (TYPE I) IN LONGITUDINAL BARRIER



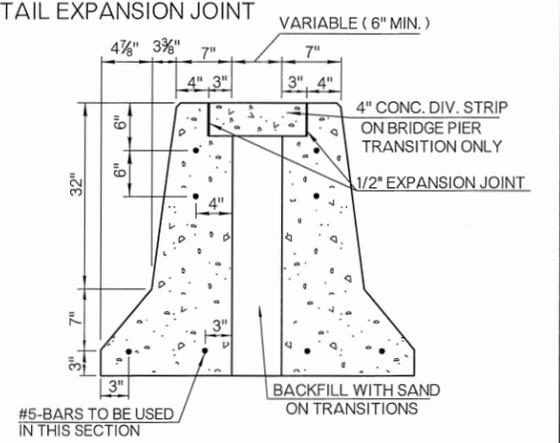
SECTION B1-B1



BENDING DIAGRAM BARS A & B

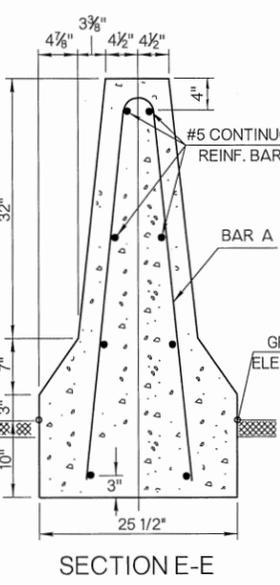


DETAIL OF TRANSITION SECTION AT BRIDGE PIERS

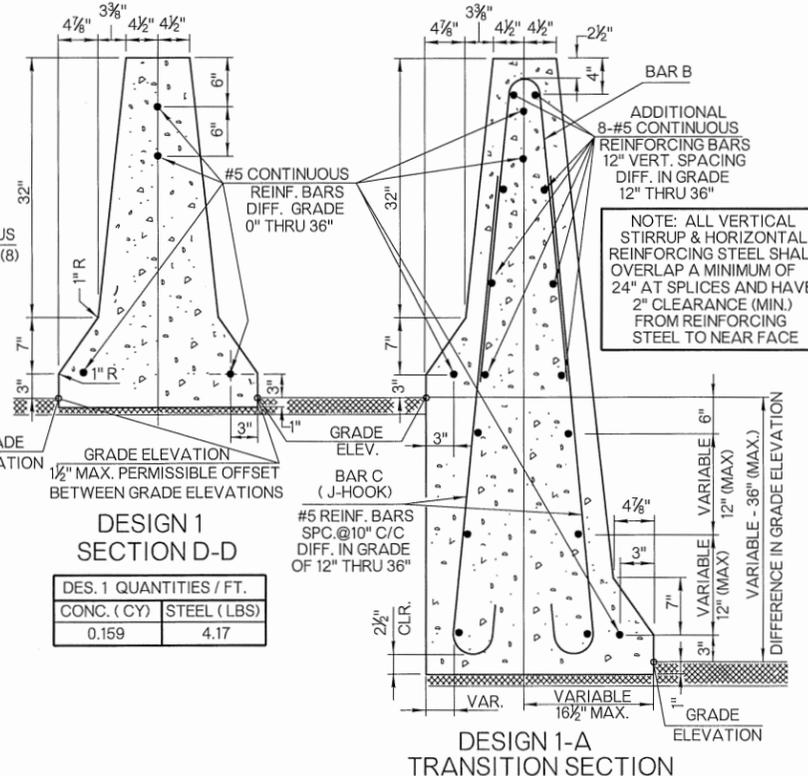


SECTION C-C

STEEL PLATE DETAIL



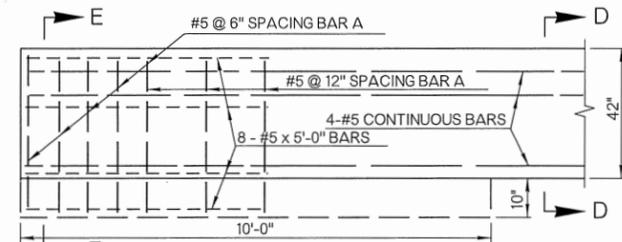
SECTION E-E



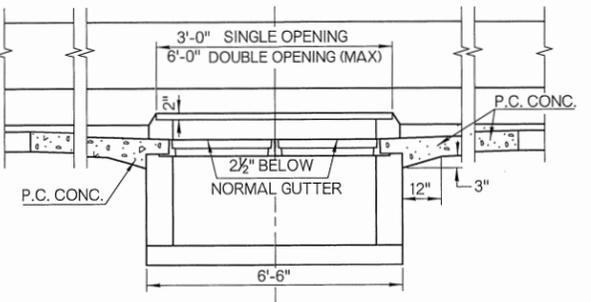
DES. 1 QUANTITIES / FT.

CONC. (CY)	STEEL (LBS)
0.159	4.17

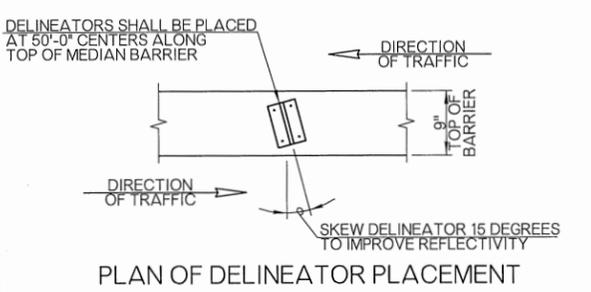
DESIGN 1-A TRANSITION SECTION



PROFILE LONGITUDINAL BARRIER END SECTION (ONE PLACED AT EACH END OF CONCRETE LONGITUDINAL BARRIER RUNS)



SECTION A-A



PLAN OF DELINEATOR PLACEMENT

LONGITUDINAL BARRIER DESIGN 1-A QUANTITIES DIFFERENTIAL GRADE SECTION

DIFFERENCE IN GRADE ELEVATION	TOTAL CONCRETE CU.YDS. PER LF.	HORIZ. REINF. #5 BARS EACH	BAR B #5 BAR @10" C/C INCHES	BAR C #5 BAR @10" C/C INCHES	TOTAL REINF. QUANTITY LBS./LF.
1"	0.164	4	-	-	4.17
2"	0.170	4	-	-	4.17
3"	0.176	4	-	-	4.17
4"	0.181	4	-	-	4.17
5"	0.187	4	-	-	4.17
6"	0.193	4	-	-	4.17
7"	0.198	4	-	-	4.17
8"	0.204	4	-	-	4.17
9"	0.210	4	-	-	4.17
10"	0.216	4	-	-	4.17
11"	0.222	4	-	-	4.17
12"	0.228	14	1@81	2@54	34.48
13"	0.233	14	1@81	2@54	34.48
14"	0.239	14	1@81	2@54	34.48
15"	0.245	14	1@81	2@54	34.48
16"	0.251	16	1@81	2@54	34.48
17"	0.257	16	1@81	2@54	34.48
18"	0.263	16	1@81	2@54	34.56
19"	0.269	16	1@81	2@60	34.83
20"	0.276	16	1@81	2@60	34.83
21"	0.282	16	1@81	2@60	34.83
22"	0.288	16	1@81	2@60	34.83
23"	0.294	16	1@81	2@60	34.83
24"	0.300	18	1@81	2@60	34.83
25"	0.306	18	1@81	2@67	39.30
26"	0.313	18	1@81	2@67	39.30
27"	0.319	18	1@81	2@67	39.30
28"	0.325	18	1@81	2@67	39.30
29"	0.332	18	1@81	2@67	39.30
30"	0.338	18	1@81	2@67	41.39
31"	0.344	18	1@81	2@74	42.86
32"	0.351	18	1@81	2@74	42.86
33"	0.357	18	1@81	2@74	42.86
34"	0.364	18	1@81	2@74	42.86
35"	0.370	18	1@81	2@74	42.86
36"	0.377	18	1@81	2@74	42.86

- GENERAL NOTES**
- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
 - PRICE BID SHALL INCLUDE PAYMENT FOR MATERIALS, LABOR, PIPE SLEEVES, EXPANSION JOINTS, AND ALL INCIDENTALS NECESSARY TO COMPLETE THE INSTALLATION.
 - FOR DETAILS OF LONGITUDINAL BARRIER MOUNTED LIGHT POLE BASES AND INSTALLATIONS, SEE TRAFFIC STANDARD BMF1-1.
 - LONGITUDINAL BARRIER SHALL BE MEASURED FOR PAYMENT AS CONTINUOUS BARRIER. PAYMENT FOR LIGHT POLE FOOTINGS TO BE INCLUDED IN OTHER ITEMS OF WORK.
 - WHEN LONGITUDINAL BARRIER IS PLACED ON FLEXIBLE BASE OR SURFACING, CONTRACTION JOINTS OR CHAMFERS ARE REQUIRED AT MAX. 20 FT. C/C SPACING AND EXPANSION JOINTS ARE REQUIRED AT MAX. 200 FT. C/C SPACING. WHEN THE LONGITUDINAL BARRIER IS PLACED ON P.C. CONCRETE SURFACING THE JOINTS SHALL MATCH THE JOINTS ON THE RIGID SURFACING. SAW-CUT JOINTS WITHIN 10 HOURS OF BARRIER PLACEMENT.
 - WHEN LONGITUDINAL BARRIER IS CONSTRUCTED OR EXISTS PRIOR TO CONSTRUCTION OF ADJACENT SHOULDERS OR OVERLAYS, THE SHOULDER LAYERING SHALL NOT ALTER THE ORIGINAL TRAFFIC SIDE GEOMETRY OF THE LONGITUDINAL BARRIER.
 - DELINEATOR UNITS SHALL BE PLACED ON MEDIAN BARRIER ACCORDING TO TRAFFIC STANDARD DU1-1. ALL COST OF INSTALLATION SHALL BE INCLUDED IN UNIT PRICE BID OF TRAFFIC PAY ITEM BARRIER DELINEATORS.
 - AN ALTERNATE DESIGN (INCLUDING PRECAST) CONCRETE LONGITUDINAL BARRIER, MEETING NCHRP 350 REQUIREMENTS, MAY BE USED WHEN APPROVED BY THE ENGINEER.
 - WALLS OF INLETS MAY BE MADE OF BRICK MASONRY OR OF CLASS A CONCRETE, TO THE SAME DIMENSIONS. PRICE OF I-BEAM, FRAMES & GRATES SHALL BE INCLUDED IN PRICE BID OF INLET. WELDING SHALL BE PER CURRENT AWS D1.1 STRUCTURAL WELDING CODE.

BASIS OF PAYMENT

ITEM NO.	ITEM	UNIT
627 (A)	CONCRETE LONGITUDINAL BARRIER DESIGN 1	LF
627 (B)	CONCRETE LONGITUDINAL BARRIER END SECTION	EA
509 (B)	CLASS A CONCRETE (LONG.BAR.DES.1-A)	CY
511 (A)	REINFORCING STEEL	LBS
611 (G)	INLET - LONGITUDINAL BARRIER - TYPE I, DES. 1	EA
611 (G)	INLET - LONGITUDINAL BARRIER - TYPE II, DES. 2	EA

■ SPECIFY DESIGN 1 (SINGLE FRAME & GRATE) OR 2 (DOUBLE FRAME & GRATE)

APPROVED BY ROADWAY ENGINEER: *Calder F. A.* DATE: 04/14/15

ROADWAY DESIGN DIVISION STANDARD

DOT CONCRETE LONGITUDINAL BARRIER (NCHRP 350 F-SHAPE)

SW0708 EXECUTABLE Contract for 090-529

Final Audit Report

2022-06-01

Created:	2022-05-31
By:	cini Zacharia (cini.zacharia@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvFk4hZ87g9hFwfDEd6iUasXoZBRBAjJT

"SW0708 EXECUTABLE Contract for 090-529" History

-  Document created by cini Zacharia (cini.zacharia@omes.ok.gov)
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-  Document emailed to Jerry Hietpas (courtlanharris@actionsafetysupply.com) for signature
2022-05-31 - 7:01:30 PM GMT
-  Email viewed by Jerry Hietpas (courtlanharris@actionsafetysupply.com)
2022-05-31 - 7:02:03 PM GMT- IP address: 107.127.35.42
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-  Document emailed to Tim Tuck (tim.tuck@omes.ok.gov) for signature
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-  Email viewed by Tim Tuck (tim.tuck@omes.ok.gov)
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Signature Date: 2022-06-01 - 3:09:21 PM GMT - Time Source: server- IP address: 165.225.216.110
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-  Email viewed by Dan Sivard (dan.sivard@omes.ok.gov)
2022-06-01 - 3:12:52 PM GMT- IP address: 180.149.24.210
-  Document e-signed by Dan Sivard (dan.sivard@omes.ok.gov)
Signature Date: 2022-06-01 - 3:13:08 PM GMT - Time Source: server- IP address: 165.225.216.100
-  Agreement completed.
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