



State of Oklahoma
Department of Central Services
Construction and Properties Division

John S. Richard
Director

Brad Henry
Governor

NOTICE OF CONTRACT AWARD & GENERAL PROVISIONS

CONTRACT TITLE: Traffic Striping all Counties in Oklahoma.

CONTRACT NUMBER: 06000.1

CONTRACT PERIOD: July 17, 2006 through July 16, 2007

AUTHORIZED USERS: Department of Transportation **ONLY**

AWARDED VENDOR(S): Vendor ID 0000074266
Action Safety Supply Compan
P. O. Box 270238
Oklahoma City, OK 73137-0238
Contract Number: 000000000000000000000563
Vendor Contact: Jerry Hietpas-Phone Number: 405-787-2244

CONTRACT PRIORITY: **This Contract is Non Mandatory**

DELIVERY: Per Terms of contract and work assignment.

TERMS: Monthly pay applications and final payment per Conditions of the contract.

CANCELLATION CLAUSE: This contract shall be in force until the expiration date or until thirty (30) days after notice has been given by the State of Oklahoma of its desire to terminate the contract. After the first 3 months of their contract, the vendor may cancel with a 30 day written notice.

Immediate cancellation shall be administered when violations are found to be an impediment to its cause or when conditions preclude the 30 day written notice.

AUDIT CLAUSE: In accepting any contract with the State, the vendor must agree to this audit clause which provides that books, documents, accounting procedures, practices or any other items of the service provided relevant to the contract are subject to examination by the Agency and the State Auditor and Inspector.

Contract Purchase Orders: The contract holder is to accept only those purchase orders issued by an authorized State Entity, to include the Department of Central Services and any other designated state agency.

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(NOTE: CAP denotes Construction and Properties Division)

Primary ODOT Point of Contact:
Karen Wallis, Purchasing Branch Manager
Telephone Number: 405-522-6792
Fax Number: 405-522-2112

Secondary CAP Point of Contact:
Mike Jones, Project Manager
Telephone Number: 405-521-3171
Fax Number: 405-521-3789



State of Oklahoma
Department of Central Services
Construction and Properties Division

STATEWIDE CONTRACT
GENERAL PROVISIONS

1. Type of Contract.

This is a firm fixed price contract of indefinite delivery and indefinite quantity for the materials and labor specified.

2. Authorized Users

The Department of Transportation , ONLY.

3. Oral Agreements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resultant contract. All modifications to the contract must be made in writing by the Construction and Properties Division.

4. Termination of Contract

- (a) This contract can be canceled by the supplier for just cause with 30 days written request and upon written approval from Construction and Properties.
- (b) The State may cancel with just cause upon written notification to vendor.
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this contract is terminated, the State shall be liable only for payment under the payment provisions of this contract for labor and/or materials rendered before the effective date of termination.

5. Extension of Contract

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

6. Ordering

Any labor and/or materials to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the quantity that may be issued. Work at multiple destinations may be required. All orders are subject to this notice of Contract Award, the Specifications, and the General Conditions of the Contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

7. State and Local Taxes

Materials purchased for incorporation into the work are subject to state and local taxes.

8. Contractor Invoices

- (a) The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoice and receive payment. If the bidders wish to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- (b) Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- (c) If you paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.

9. Contract Period

The contract is a first year renewal and is for a one year period, commencing July 17, 2006 through July 16, 2007. This contract may be renewed for one additional one year period.

10. Renewal Terms

This contract may only be renewed under the same terms and conditions. Any changes to the contract terms shall only be made by written change order as stipulated in the General Conditions.



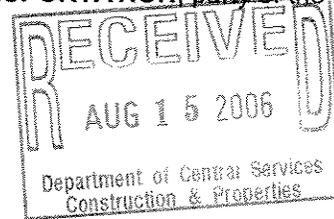
State of Oklahoma
Department of Central Services
Construction and Properties Division

DCS #06000.1

THIS STATEWIDE CONTRACT AND AGREEMENT, made and entered into this 26th day of July, 2006, by and between the State of Oklahoma acting by and through the Department of Central Services on behalf of the **DEPARTMENT OF TRANSPORTATION**, party of the first part, hereinafter termed the "State" and:

ACTION SAFETY SUPPLY COMPANY
P. O. BOX 270238
OKLAHOMA CITY, OK 73137

party of the second part, hereinafter termed the "Contractor".



WITNESSETH:

WHEREAS, The State has caused to be prepared in accordance with law, certain plans, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and equipment for:

FIRST YEAR RENEWAL OF STATEWIDE CONTRACT FOR TRAFFIC PAVEMENT MARKINGS (PAINT AND THERMOPLASTIC) AND RAISED PAVEMENT MARKER REPLACEMENT LENSES FOR ALL STATEWIDE LOCATIONS, PER AMOUNT BID.

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said Contract; and,

WHEREAS, the Contractor, in response to said Solicitation for Bids, has submitted to the State in the manner and time specified, a sealed proposal in accordance with the terms of this Contract and,

WHEREAS, The State, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to said Contractor for the sum named in the proposal, to wit:

NOT TO EXCEED FIVE MILLION ONE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED FORTY-TWO DOLLARS AND FIFTY CENTS (\$5,165,842.50)
CONTRACT PERIOD: JULY 13, 2006 THROUGH JULY 12, 2007
(SEE ATTACHED BID SHEETS)

NOW THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

The Contractor shall, in a good and first class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents, Plans and Specifications, all of which documents are on file in the Department of Central Services, Construction and Properties Division, 2401 North Lincoln Blvd., Suite 106, Oklahoma City, Oklahoma 73105, and are made part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state.) NONE

The Contractor shall start work and shall complete the work as follows: Work shall be started within 10 calendar days and completed as specified.

Bond and Insurance Requirements:

DCS/CAP - FORM A101B (07/2004)

- A. Bonds are not required on contracts less than \$25,000.00
- B. Insurance (See Cover Letter for Insurance Requirements).

On completion of the work, but prior to the acceptance thereof by the State, it shall be the duty of the Agency Architect/Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination, said official shall make their final certificate to the State. The Contractor shall furnish proof that all claims and obligations incurred in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an Affidavit, which shall bear the approval of the surety on the Contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

Acceptance of this Contract constitutes awareness and compliance with the requirements of the Americans with Disabilities Act.

WHEREAS, The State frequently has the need of shop drawings, miscellaneous drawings and documents prepared for construction projects; all shop drawings, miscellaneous drawings or documents prepared by the Contractor, Sub-Contractor or material supplier to be used in the construction of the project described in this Contract, shall become the property of the State of Oklahoma.

All documents, drawings, shop drawings, etc., shall be, upon request, delivered to the Administrator of the Construction and Properties Division, Department of Central Services, at any time during the progress of the project.

AUDITS AND RECORDS CLAUSE: As used in this clause, "records" includes books, documents, 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. In accepting any contract with the State, the Consultant agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The consultant is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

The following affidavit must be signed by the Contractor and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three duplicate originals, the day and year first above written.

Party of the First Part:

The State of Oklahoma acting by and through the Department of Central Services:

Owner (Signature)

John W. Morrison AIA

State Construction Administrator
Construction and Properties Division

Party of the Second Part:

Action Safety Supply Company
OKC, OK

Contractor (Signature)

JERRY HETTS, PRESIDENT
(Printed name and title)



State of Oklahoma
Department of Central Services
Construction and Properties Division

Bid Form

0000674264

To: Department of Central Services
Construction and Properties Division
P. O. Box 53448
Oklahoma City, Oklahoma 73152-4402

From: Action Safety Supply Co
Firm Name
P.O. Box 270238
Address
Okla. City, OK 73137
City/State/Zip
405-787-2244 73-1213020
Telephone # FEI #

1. The undersigned, being familiar with the local conditions affecting the cost of the work, and with the Contract Documents, including the Solicitation for Bids Notice, General Conditions, Special Conditions for Construction Contracts, Specifications, Plans and Addendum Number(s) #1, #2, _____, _____, _____, _____, _____, _____ on file in the Department of Central Services, Construction and Properties Division, Will Rogers Building, 2401 N. Lincoln Blvd. Suite 106, Oklahoma City, Oklahoma 73105-4402, and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials and equipment necessary for the following, in accordance with the plans and specifications for DCS Project Number 06000, for the sums listed.
2. In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date of closing of same. Work is to start within ten (10) days after receipt of WORK ORDER.
3. If the bid is for \$25,000 or more, it shall be accompanied by a certified check or a cashier's check made payable to the State of Oklahoma, or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents which is submitted as bid security, conditioned upon the Bidder's entering into a contract with the State of Oklahoma in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.
4. We propose to complete this work within 365 days from the date of receipt of the WORK ORDER.

Item	Estimated Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
1	250,000.00	LFT	Traffic Stripe (paint) (white)(4" wide)(Spray) (SEE NOTES A, G)	0.035	\$8,750. ⁰⁰
2	200,000.00	LFT	Traffic Stripe (paint) (yellow)(4" wide)(Spray) (SEE NOTES A, G)	0.038	\$7,600. ⁰⁰
3	1,000,000.00	LFT	Traffic Stripe (plastic) (white)(4" wide) (0.070" Thickness) (SEE NOTES B, G)	0.18	\$180,000. ⁰⁰
4	500,000.00	LFT	Traffic Stripe (plastic) (white)(4" wide) (0.090" Thickness) (SEE NOTES B, G)	0.25	\$125,000. ⁰⁰
5	750,000.00	LFT	Traffic Stripe (plastic) (white)(4" wide) (0.120" Thickness) (SEE NOTES B, G)	0.30	\$225,000.00
6	375,000.00	LFT	Traffic Stripe (plastic) (yellow)(4" wide) (0.070" Thickness) (SEE NOTES B, G)	0.165	\$61,875.00
7	750,000.00	LFT	Traffic Stripe (plastic) (yellow)(4" wide) (0.090" Thickness) (SEE NOTES B, G)	0.23	\$172,500.00
8	400,000.00	LFT	Traffic Stripe (plastic) (yellow)(4" wide) (0.120" Thickness) (SEE NOTES B, G)	0.26	\$104,000.00
9	100,000.00	LFT	Traffic stripe (plastic) (white) (4" wide) (0.050" thickness) (Spray) (SEE NOTES A, G)	0.125	\$12,500.00
10	100,000.00	LFT	Traffic stripe (plastic) (yellow) (4" wide) (0.050" thickness) (Spray) (SEE NOTES A, G)	0.125	\$12,500.00
11	2,500.00	LFT	Traffic Stripe (plastic) (white)(6" wide) (0.070" thickness) (SEE NOTES B, G)	0.26	\$650.00
12	3,000.00	LFT	Traffic Stripe (plastic) (white)(6" wide) (0.090" thickness) (SEE NOTES B, G)	0.375	\$1,125.00
13	2,500.00	LFT	Traffic Stripe (plastic) (white)(8" wide) (0.120" thickness) (SEE NOTES B, G)	0.45	\$1,125.00
14	75,000.00	LFT	Traffic Stripe (plastic) (white)(8" wide) (0.070" Thickness) (SEE NOTES B, G)	0.36	\$27,000.00
15	75,000.00	LFT	Traffic Stripe (plastic) (white)(8" wide) (0.090" Thickness) (SEE NOTES B, G)	0.50	\$37,500.00
16	75,000.00	LFT	Traffic Stripe (plastic) (white)(8" wide) (0.120" Thickness) (SEE NOTES B, G)	0.52	\$39,000.00
17	25,000.00	LFT	Traffic Stripe (plastic) (yellow)(8" wide) (0.070" Thickness) (SEE NOTES B, G)	0.33	\$8,250.00
18	20,000.00	LFT	Traffic Stripe (plastic) (yellow)(8" wide) (0.090" Thickness) (SEE NOTES B, G)	0.50	\$10,000.00
19	20,000.00	LFT	Traffic Stripe (plastic) (yellow)(8" wide) (0.120" Thickness) (SEE NOTES B, G)	0.53	\$10,600.00
20	750.00	LFT	Traffic Stripe (plastic) (white) (12" wide) (0.120" Thickness) (SEE NOTES B, G)	0.65	\$487.50

Action Safety Supply

Item	Estimated Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
21	18,000.00	LFT	Traffic Stripe (plastic) (white) (24" wide) (0.120" Thickness) (SEE NOTES B, G)	\$2.10	\$37,800.00
22	500.00	EA	Traffic Stripe (plastic) arrows, single (0.120" Thickness) (SEE NOTES B, G)	\$32.00	\$16,000.00
23	750.00	EA	Traffic Stripe (plastic) arrows, double (0.120" Thickness) (SEE NOTES B, G)	\$34.00	\$25,500.00
24	500.00	EA	Traffic Stripe (plastic) letters and numbers (8 ft high) (0.120" Thickness) (SEE NOTES B, G)	\$34.00	\$17,000.00
25	100.00	EA	Traffic Stripe (plastic) (rxr symbols) includes "x", "r"s, transverse lines, stop lines, solid and dashed white lines and solid double or solid and dashed yellow center lines. Also includes Yield Triangles (24" x 36") (0.120" Thickness) (SEE NOTES B, G)	\$130.00	\$13,000.00
26	100.00	EA	Traffic Stripe (plastic) (rxr symbols) alternate design includes "x", "r"s, transverse lines, stop lines, solid and dashed white lines or solid double or solid and dashed yellow center lines. Also includes Yield Triangles (24" x 36") (0.120" Thickness) (SEE NOTES B, G)	\$130.00	\$13,000.00
27	2.00	EA	Traffic Stripe (paint) (rxr symbols) includes "x", "r"s, transverse lines, stop lines, solid and dashed white lines and solid double or solid and dashed yellow center lines. (Spray) (SEE NOTES A, G)	\$45.00	\$90.00
28	2.00	EA	Traffic Stripe (paint) (rxr symbols) alternate design includes "x", "r"s, transverse lines, stop lines, solid and dashed white lines and solid double or solid and dashed yellow center lines. (Spray) (SEE NOTES A, G)	\$45.00	\$90.00
29	200,000.00	LFT	Pavement marking removal (traffic stripe) (paint) (4" wide) (SEE NOTE G)	\$0.005	\$1,000.00
30	600,000.00	LFT	Pavement marking removal (traffic stripe) (plastic) (4" wide) (SEE NOTE G)	\$0.14	\$84,000.00
31	200.00	EA	Pavement marking removal (symbol, word or arrow - single or double) (SEE NOTE G)	\$6.00	\$1,200.00
32	50.00	EA	Pavement markers, Class A (reflective) Type 1 (w/b/red-neutral) (SEE NOTE C)	\$3.00	\$150.00

Item	Estimated Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
33	300.00	EA	Pavement markers, Class A (reflective) Type 2 (a/b/c/d/e) (SEE NOTE C)	\$ 3.00	\$ 900.00
34	10.00	EA	Pavement markers, Class A (reflective) Type 1 (a/b/red-neutral) alternate size 4" x 2" x 0.400", 1.87 sq. in. reflective area per face. (SEE NOTE C)	\$ 3.50	\$ 35.00
35	10.00	EA	Pavement markers, Class A (reflective) Type 2 (a/b/c/d/e) alternate size 4" x 2" x 0.400", 1.87 sq. in. reflective area per face. (SEE NOTE C)	\$ 3.50	\$ 35.00
36	10.00	EA	Pavement markers, Class A (non-reflective) alternate size 6" x 6" x 1" (permark P-6 or approved equal). (SEE NOTE C)	\$ 4.00	\$ 40.00
37	10.00	EA	Pavement markers, Class A (reflective) Type 1 (a/b) alternate size 6" x 6" x 1" ramp one side, single reflector (permark P-6 or approved equal) (SEE NOTE C)	\$ 4.00	\$ 40.00
38	10.00	EA	Pavement markers, Class A (reflective) Type 2 (a/b/c/d/e) alternate size 6" x 6" x 1" (permark P-6 11 or approved equal) (SEE NOTE C)	\$ 4.00	\$ 40.00
39	10.00	EA	Pavement markers, Class A (reflective) Type 1 (a/b) alternate size 8" diameter x 2 7/8" crown one-way channel marker one-way channel marker one/two lens front (permark P-18 1/P-18 or approved equal) (SEE NOTE C)	\$ 4.00	\$ 40.00
40	10.00	EA	Pavement markers, Class A (reflective) Type 2 (a/b/c/d/e) alternate size 8" diameter x 2 7/8" crown two-way channel marker one/two lens front and back permark P-18 1/P-18 11d or approved equal) (SEE NOTE C)	\$ 4.00	\$ 40.00
41	75.00	EA	Pavement markers, Class C (reflective) (all weather) Type 1 (a/b/red-neutral) (Stimsonite Model #101 or approved equal) (SEE NOTE C)	\$ 14.00	\$ 1,050.00
42	3,000.00	EA	Pavement markers, Class C (reflective) (all weather) Type 2 (a/b/c/d/e) (Stimsonite Model #101 or approved equal) (SEE NOTE C)	\$ 16.50	\$ 49,500.00

Item	Estimated Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
43	350.00	EA	Pavement markers, Class C (reflective lens) Type 1 (a/b/red-neutral) (SEE NOTE C)	\$2.50	\$875.00
44	11,000.00	EA	Pavement markers, Class C (reflective lens) Type 2 (a/b/c/d/e) (SEE NOTE D)	\$6.10	\$67,100.00
45	750.00	EA	Pavement markers, Class C (reflective) (all weather) Type 1 (a/b/red-neutral) Stimsonite Model #96 or approved equal) (SEE NOTE C)	\$14.00	\$10,500.00
46	13,000.00	EA	Pavement markers, Class C (reflective) (all weather) Type 2 (a/b/c/d/e) Stimsonite Model #96 or approved equal) (SEE NOTE C)	\$16.50	\$214,500.00
47	1,600.00	EA	Reburish and reinstall (State-, City-, County-Owned) Class C pavement markers (includes Type 1 reflector) (SEE NOTE D)	\$5.50	\$8,800.00
48	3,000.00	EA	Reburish and reinstall (State-, City-, County-Owned) Class C pavement markers (includes Type 2 reflector) (SEE NOTE D)	\$13.00	\$39,000.00
49	500.00	EA	Installation of contractor supplied refurbished pavement markers, Class C (reflective) (all weather) Type 1 (a/b/red-neutral) (Stimsonite Model #96 or approved equal) (SEE NOTE D)	\$8.00	\$4,000.00
50	600.00	EA	Installation of contractor supplied refurbished pavement markers, Class C (reflective) (all weather) Type 2 (a/b/red-neutral) (Stimsonite Model #96 or approved equal) (SEE NOTE D)	\$14.50	\$8,700.00
51	250.00	EA	Delineators Type 1, Code 1	\$10.00	\$2,500.00
52	150.00	EA	Delineators Type 1, Code 2	\$10.00	\$1,500.00
53	150.00	EA	Delineators Type 1, Code 3	\$10.00	\$1,500.00
54	150.00	EA	Delineators Type 2, Code 1	\$12.00	\$1,800.00
55	150.00	EA	Delineators Type 2, Code 2	\$12.00	\$1,800.00
56	150.00	EA	Delineators Type 2, Code 3	\$14.00	\$2,100.00
57	500.00	EA	Sawing and installation of department supplied Class C pavement markers	\$6.50	\$3,250.00

Item	Estimated Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
58	750.00	EA	Removal of pre-installed Class C pavement marker castings (SEE NOTE E)	\$ 4.30	\$3,225.00
59	500,000.00	LFT	Traffic Stripe (paint) (white)(4" wide)(Spray) (SEE NOTES A, G)	\$ 0.035	\$17,500.00

TOTAL \$ 1,694,662.50

60	400,000.00	LFT	Traffic Stripe (paint) (yellow)(4" wide)(Spray) (SEE NOTES A, G)	\$ 0.041	\$16,400.00
61	2,000,000.00	LFT	Traffic Stripe (plastic) (white)(4" wide) (0.070" Thickness) (SEE NOTES B, G)	\$ 0.22	\$440,000.00
62	1,000,000.00	LFT	Traffic Stripe (plastic) (white)(4" wide) (0.090" Thickness) (SEE NOTES B, G)	\$ 0.26	\$260,000.00
63	1,500,000.00	LFT	Traffic Stripe (plastic) (white)(4" wide) (0.120" Thickness) (SEE NOTES B, G)	\$ 0.28	\$420,000.00
64	750,000.00	LFT	Traffic Stripe (plastic) (yellow)(4" wide) (0.070" Thickness) (SEE NOTES B, G)	\$ 0.23	\$172,500.00
65	1,500,000.00	LFT	Traffic Stripe (plastic) (yellow)(4" wide) (0.090" Thickness) (SEE NOTES B, G)	\$ 0.25	\$375,000.00
66	800,000.00	LFT	Traffic Stripe (plastic) (yellow)(4" wide) (0.120" Thickness) (SEE NOTES B, G)	\$ 0.27	\$216,000.00
67	200,000.00	LFT	Traffic stripe (plastic) (white) (4" wide) (0.050" thickness) (Spray) (SEE NOTES A, G)	\$ 0.125	\$25,000.00
68	200,000.00	LFT	Traffic stripe (plastic) (yellow) (4" wide) (0.050" thickness) (Spray) (SEE NOTES A, G)	\$ 0.125	\$25,000.00
69	5,000.00	LFT	Traffic Stripe (plastic) (white)(6" wide) (0.070" thickness) (SEE NOTES B, G)	\$ 0.26	\$1,300.00
70	6,000.00	LFT	Traffic Stripe (plastic) (white)(6" wide) (0.090" thickness) (SEE NOTES B, G)	\$ 0.40	\$2,400.00
71	5,000.00	LFT	Traffic Stripe (plastic) (white)(6" wide) (0.120" thickness) (SEE NOTES B, G)	\$ 0.43	\$2,150.00
72	150,000.00	LFT	Traffic Stripe (plastic) (white)(8" wide) (0.070" Thickness) (SEE NOTES B, G)	\$ 0.45	\$67,500.00
73	150,000.00	LFT	Traffic Stripe (plastic) (white)(8" wide) (0.090" Thickness) (SEE NOTES B, G)	\$ 0.53	\$79,500.00
74	150,000.00	LFT	Traffic Stripe (plastic) (white)(8" wide) (0.120" Thickness) (SEE NOTES B, G)	\$ 0.55	\$82,500.00
75	50,000.00	LFT	Traffic Stripe (plastic) (yellow)(8" wide) (0.070" Thickness) (SEE NOTES B, G)	\$ 0.47	\$23,500.00
76	40,000.00	LFT	Traffic Stripe (plastic) (yellow)(8" wide) (0.090" Thickness) (SEE NOTES B, G)	\$ 0.51	\$20,400.00

Item	Estimated Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
77	40,000.00	LFT	Traffic Stripe (plastic) (yellow) (8" wide) (0.120" Thickness) (SEE NOTES B, G)	\$0.53	\$21,200.00
78	1,500.00	LFT	Traffic Stripe (plastic) (white) (12" wide) (0.120" Thickness) (SEE NOTES B, G)	\$0.55	\$825.00
79	36,000.00	LFT	Traffic Stripe (plastic) (white) (24" wide) (0.120" Thickness) (SEE NOTES B, G)	\$2.10	\$75,600.00
80	1,000.00	EA	Traffic Stripe (plastic) arrows, single (0.120" Thickness) (SEE NOTES B, G)	\$32.00	\$32,000.00
81	1,500.00	EA	Traffic Stripe (plastic) arrows, double (0.120" Thickness) (SEE NOTES B, G)	\$34.00	\$51,000.00
82	1,000.00	EA	Traffic Stripe (plastic) letters and numbers (8 ft high) (0.120" Thickness) (SEE NOTES B, G)	\$30.00	\$30,000.00
83	100.00	EA	Traffic Stripe (plastic) (rxr symbols) includes "X", "Y"s, transverse lines, stop lines, solid and dashed white lines and solid double or solid and dashed yellow center lines. Also includes Yield Triangles (24" x 36") (0.120" Thickness) (SEE NOTES B, G)	\$155.00	\$15,500.00
84	100.00	EA	Traffic Stripe (plastic) (rxr symbols) alternate design includes "X", "Y"s, transverse lines, stop lines, solid and dashed white lines or solid double or solid and dashed yellow center lines. Also includes Yield Triangles (24" x 36") (0.120" Thickness) (SEE NOTES B, G)	\$155.00	\$15,500.00
85	2.00	EA	Traffic Stripe (paint) (rxr symbols) includes "X", "Y"s, transverse lines, stop lines, solid and dashed white lines and solid double or solid and dashed yellow center lines. (Spray) (SEE NOTES A, G)	\$55.00	\$110.00
86	2.00	EA	Traffic Stripe (paint) (rxr symbols) alternate design includes "X", "Y"s, transverse lines, stop lines, solid and dashed white lines and solid double or solid and dashed yellow center lines. (Spray) (SEE NOTES A, G)	\$55.00	\$110.00
87	400,000.00	LFT	Pavement marking removal (traffic stripe) (paint) (4" wide) (SEE NOTE G)	\$0.006	\$2,400.00
88	1,200,000.00	LFT	Pavement marking removal (traffic stripe) (plastic) (4" wide) (SEE NOTE G)	\$0.14	\$168,000.00
89	400.00	EA	Pavement marking removal (symbol, word or arrow - single or double) (SEE NOTE G)	\$6.00	\$2,400.00

\$32.00

Item	Estimated Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
90	50.00	EA	Pavement markers, Class A (reflective) Type 1 (a/b/red-neutral) (SEE NOTE C)	\$2.50	\$125.00
91	600.00	EA	Pavement Markers, Class A (Reflective) Type 2 (a/b/c/d/e) (SEE NOTE C)	\$3.00	\$1,800.00
92	10.00	EA	Pavement markers, Class A (reflective) Type 1 (a/b/red-neutral) alternate size 4" x 2" x 0.400", 1.87 sq. in. reflective area per face. (SEE NOTE C)	\$3.00	\$30.00
93	10.00	EA	Pavement markers, Class A (reflective) Type 2 (a/b/c/d/e) alternate size 4" x 2" x 0.400", 1.87 sq. in. reflective area per face. (SEE NOTE C)	\$3.00	\$30.00
94	10.00	EA	Pavement markers, Class A (non-reflective) alternate size 6" x 6" x 1" (permark P-6 or approved equal) (SEE NOTE C)	\$4.00	\$40.00
95	10.00	EA	Pavement markers, Class A (reflective) Type 1 (a/b) alternate size 6" x 6" x 1" ramp one side, single reflector (permark P-6 or approved equal) (SEE NOTE C)	\$4.00	\$40.00
96	10.00	EA	Pavement markers, Class A (reflective) Type 2 (a/b/c/d/e) alternate size 6" x 6" x 1" (permark P-6 11 or approved equal) (SEE NOTE C)	\$4.00	\$40.00
97	10.00	EA	Pavement markers, Class A (reflective) Type 1 (a/b) alternate size 8" diameter x 2 7/8" crown one-way channel marker one-way channel marker one/two lens front (permark P-18 1/P-18 or approved equal) (SEE NOTE C)	\$4.00	\$40.00
98	10.00	EA	Pavement markers, Class A (reflective) Type 2 (a/b/c/d/e) alternate size 8" diameter x 2 7/8" crown two-way channel marker one/two lens front and back permark P-18 1/P-18 11d or approved equal) (SEE NOTE C)	\$4.00	\$40.00
99	150.00	EA	Pavement markers, Class C (reflective) (all weather) Type 1 (a/b/red-neutral) (Stimsonite Model #101 or approved equal) (SEE NOTE C)	\$13.60	\$2,040.00

Item	Estimated Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
100	6,000.00	EA	Pavement markers, Class C (reflective) (all weather) Type 2 (a/b/c/d/e) (Stimsonite Model #101 or approved equal) (SEE NOTE C)	\$16.70	\$100,200.00
101	700.00	EA	Pavement markers, Class C (reflective lens) Type 1 (a/b/red-neutral) (SEE NOTE C)	\$2.20	\$1,540.00
102	22,000.00	EA	Pavement markers, Class C (reflective lens) Type 2 (a/b/c/d/e) (SEE NOTE D)	\$5.50	\$121,000.00
103	1,500.00	EA	Pavement markers, Class C (reflective) (all weather) Type 1 (a/b/red-neutral) Stimsonite Model #86 or approved equal) (SEE NOTE C)	\$13.60	\$20,400.00
104	26,000.00	EA	Pavement markers, Class C (reflective) (all weather) Type 2 (a/b/c/d/e) Stimsonite Model #86 or approved equal) (SEE NOTE C)	\$16.70	\$434,200.00
105	3,200.00	EA	Refurbish and reinstall (State-, City-, County-Owned) Class C pavement markers (includes Type 1 reflector) (SEE NOTE D)	\$5.50	\$17,600.00
106	6,000.00	EA	Refurbish and reinstall (State-, City-, County-Owned) Class C pavement markers (includes Type 2 reflector) (SEE NOTE D)	\$12.50	\$75,000.00
107	1,000.00	EA	Installation of contractor supplied refurbished pavement markers, Class C (reflective) (all weather) Type 1 (a/b/red-neutral) (Stimsonite Model #86 or approved equal) (SEE NOTE D)	\$7.90	\$7,900.00
108	1,200.00	EA	Installation of contractor supplied refurbished pavement markers, Class C (reflective) (all weather) Type 2 (a/b/red-neutral) (Stimsonite Model #86 or approved equal) (SEE NOTE D)	\$14.00	\$16,800.00
109	500.00	EA	Delineators Type 1, Code 1	\$9.00	\$4,500.00
110	300.00	EA	Delineators Type 1, Code 2	\$9.00	\$2,700.00
111	300.00	EA	Delineators Type 1, Code 3	\$9.50	\$2,850.00
112	300.00	EA	Delineators Type 2, Code 1	\$11.00	\$3,300.00
113	300.00	EA	Delineators Type 2, Code 2	\$6.40	\$1,920.00
114	300.00	EA	Delineators Type 2, Code 3	\$7.50	\$2,250.00

Item	Estimated Quantities	Unit	Commodity Code/ Description	Unit Price	Amount
115	1,000.00	EA	Sawing and installation of department supplied Class C pavement markers	\$6.50	\$6,500.00
116	1,500.00	EA	Removal of pre-installed Class C pavement marker castings (SEE NOTE E)	\$3.00	\$4,500.00

TOTAL \$ 3,471,180.00

GRAND TOTAL \$ 5,165,842.50

6. The Bidder certifies that:
- A. They are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices.

March 11, 2005

CONTRACT SPECIFICATIONS

TRAFFIC STRIPE, PAINT, THERMOPLASTIC & PAVEMENT MARKERS (UC-82)

SCOPE

Furnish all labor, material, and equipment necessary to supply and install various types of traffic stripe and pavement markers for the Oklahoma Department of Transportation, other State Agencies, County and Local Governments ("Purchasing Agencies") complete and in accordance with the following specifications.

DESCRIPTION

NONENCUMBERD CONTRACT FOR INSTALLATION OF PAVEMENT MARKING MATERIALS.

This contract is divided into two (2) geographical regions:

- 1) Oklahoma City Metropolitan Area - Canadian, Cleveland, and Oklahoma counties and Tulsa County**
- 2) All remaining counties in Oklahoma**

CONTRACT PERIOD: This contract shall be for one year from the date it is awarded, with the option to renew at the same unit prices, terms and conditions for a maximum of two (2) additional years, in increments of one (1) year. Renewal options at the discretion of the Department of Transportation.

The purpose of this contract is to provide Purchasing Agencies with an authorized source and price for the items described, including installation on any State, County or Local Government project. The issuance and approval of this document does not constitute an obligation against the State of Oklahoma. This is an agreement that the named vendors shall sell to the Purchasing Agencies, during the nonencumbered contract period, the goods, wares, merchandise or services at the unit prices indicated, based on subsequent purchase orders issued by the Purchasing Agencies and encumbered by the appropriate Office of Finance.

All items must receive a bid. Zero or "No Bid" will not be allowed.

The contract vendor must not ship from this contract. All items are to be bid on an installed basis at the locations shown on the plans to be provided to the contractor with placement in accordance with the Department's Construction Specifications, Department Standards and the latest edition of the Manual on Uniform Traffic Control Devices. The contractor shall be limited to working on a maximum number of locations at one time as shown on the plans or as directed by the Engineer. As

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

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

All materials and work performed on this contract shall be in accordance with the Oklahoma Standard Specifications for Highway Construction, 1999 Edition, including applicable Special Provisions, the latest edition of the Manual on Uniform Traffic Control Devices, the Department's Standard Drawings and other details showing installation practices, and project plan notes as well.

Specific Reference is given to Sections 710, 711, 736, 853, 854, 855 and 857 of the Specifications and to the latest revisions of Department Standards PM1-1, PM2-1, PM3-1, PM4-1, PM5-1, PM6-1, PM7-1, PM8-1, TCS1-1, TCS2-1, TCS3-1, TCS4-1, TCS5-1, TCS6-1, TCS7-1, TCS8-1, TCS9-1, TCS10-1, TCS14-1, TCS15-1, TCS30-1, TCS31-1, TCS33-1, TCS34-1, TCS35-1, TCS36-1, TCS37-1, TCS65-1, TCS66-1, TCS68-1, TCS70-1, TCS72-1, TCS73-1, TCS81-1, TCS82-1, TCS83-1, TCS84-1, TCS85-1, TCS86-1, TCS87-1, and TCS88-1 respectively.

Within 20 calendar days from the date of the work order and prior to starting any work, the contractual vendor will deposit with the Construction and Property Division of the Department of Central Services Statutory and Performance Bonds at 100% value per each purchase order issued totaling \$13,500.00 or more under this contract. Failure to supply bonds will result in cancellation of the purchase order and subsequent cancellation of this contract.

Also, copies of said bonds and the required Certificate of Insurance shall be given to the Department of Central Services.

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

Purchase Order Amount		Contract Time
\$0.00 to \$30,000.00	-	20 Calendar Days
\$30,001.00 to \$60,000.00	-	30 Calendar Days
\$60,001.00 or more	-	40 Calendar Days

One calendar day for each \$10,000.00 or less increment over \$60,000.00

An extension of contract time for a purchase order may be granted by the Department if the vendor finds it impossible for reasons beyond his control; to complete the work within the contract time, provided he makes a written request to the Field Division Engineer responsible for the area in which the work is to be accomplished for an extension of time setting forth therein the reasons which he believes will justify the request (A plea that insufficient time was specified is not a valid reason for an extension). For each calendar day that any work provided for by the purchase order shall remain uncompleted after the contract time, the fixed sum of \$250.00 per calendar day will be accessed to the vendor not as a penalty, but as a liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under the aforementioned provisions for an extension of contract time.

The contractual vendor will be required to furnish a written schedule, detailing his proposed work sequence, upon the request of the Field Division Engineer. The Field Division Engineer shall reserve the right to direct the contractor to a specific work area when such action is deemed necessary.

Construction signing will be installed in a manner approved by the engineer, in accordance with the NCHRP - 350 Crash Test, Chapter VI of the Manual on Uniform Traffic Control Devices (current edition), and applicable O.D.O.T. Standard drawings. The contractor shall provide a proposed traffic control plan for approval by the engineer prior to beginning work. Cost for the installation and subsequent removal of all necessary construction traffic control shall be included in the cost of other items of the contract required for completion of the work.

The Oklahoma Department of Transportation in accordance with title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and CFR 49, Part 21, Subtitle A, Nondiscrimination in Federally-assisted programs for the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, that no person shall on the grounds of race, color, or national origin be discriminated against. Pursuant to this advertisement, disadvantaged business enterprises shall be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against in consideration for an award.

EEO Documents certifying nondiscrimination in employment and minimum wage requirements, as set forth in U.S. Department of Transportation form-1273 (latest edition), must be executed at the time of entering into the contract.

This contract may be canceled by either party, contractor or state with a 30 day written notice to the other.

Bid Security in the Amount of \$5,000 shall be required on all projects.