



## Notice of Statewide Contract Award

*Official signed contract documents are on file with OMES-Central Purchasing.*

**Contract Title:** Traffic Striping

**Statewide Contract # :** SW 776

**Contract Issuance Date:** 03-13-2018

**Total Number of Vendors:** 1 *(For details see: Vendor Information Sheet)*

**Contract Period:** 03-13-2018 through 03-14-2019

**Agreement Period:** 03-13-2018 through 03-14-2022

**Authorized Users:** **All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.**

**Contract Priority:** Mandatory Statewide

**Type of Contract:** Indefinite Quantity and Firm, Fixed Price

**OMES-CP Contact:** Lisa Bradley **Title:** SW Initiatives Officer

**Phone:** 1 - 405 - 522 - 4480 **Email:** lisa.bradley@omes.ok.gov



## Awarded Supplier Information

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**Supplier Name:** Action Safety Supply Co.

**Supplier ID #:** 0000074266

**Supplier Address:** PO Box 270238

**City:** Oklahoma City

**State:** OK

**Zip Code:** 73137

**Contact Person Name:** Greg Hietpas / Courtlan Harris

**Phone #:** 1-405-787-2244

**Title:** VP Operations

**Fax #:** 1-405-789-1474

**Email:** [sales@actionsafetysupply.com](mailto:sales@actionsafetysupply.com)

**Website:** [www.actionsafetysupply.com](http://www.actionsafetysupply.com)

**Authorized Location:** ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 0-5137

**Delivery:**

**Minimum Order:** N/A

**P/Card Accepted:** ☒ Yes

☐ No

**Other:**

## **Contract Period**

The initial contract is for a twelve (12) month period, commencing Date of Award through one year. The contract may be renewed for up to three (3) one year option periods.

Contract Renewal: Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Contractor(s)' performance of this Contract and subject to the availability of funds. The State, if it desires to exercise its renewal option, will provide written notice to the Contractor(s) no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the State choose to renew this Contract.

## **Extension of Contract**

The State may extend the term of this contract up to 120 days if mutually agreed upon in writing by both parties.

## **Type of Contract**

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies specified.

## **Travel**

No reimbursable travel is contemplated under the terms of this contract.

## **Warranty**

The Successful respondent agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the Supplier gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

## **Scope of Work**

This Contract shall be for the entire State as one bid for each Item/Description. An estimated quantity has been provided in Attachment A, for each of the eight (8) regions within the State. The eight (8) geographical regions of Oklahoma are as follows:

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

All Items are to be bid on an installed basis at the locations shown on the plans to be provided to the

Contractual Vendor with placement in accordance with the Department's Construction Specifications, Department's Special Provisions, Department Standards, the latest edition of the MUTCD and the Oklahoma MUTCD Supplement. Plans will be provided after awarded with individual purchase order for specific projects. The Contractual Vendor shall be limited to working on a maximum number of locations at one time as shown on the plans or as directed by the Engineer.

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

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

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

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

### **Work Schedules**

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

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

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

### **Signing**

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

All TTC devices shall meet crash worthiness according to NCHRP-350 or Manual for Assessing Safety Hardware (MASH) crash test. Cost for the installation and subsequent removal of all necessary construction traffic control shall be included in the cost of other items of the contract required for completion of work.

## Final Clean Up

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

## Line Item Notes for Attachment B – Pricing Template

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

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

- 2. (PC Concrete)

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

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

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

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

Daylight Reflectance and Color: The thermoplastic compound after heating or four hours  $\pm$  five minutes at 425°F  $\pm$  3°F (218.3°C  $\pm$  2°C) and cooled at 77°F (25°C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

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

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

x	0.560	0.490	0.420	0.460
y	0.440	0.510	0.440	0.400

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

- I. Follow the Department's Construction Specifications or manufacturer's recommended practice and/or specification (if available) for proper surface preparations (including removal of pre-existing traffic stripe).
- II. In order to protect the pavement before and after grooving, and result in clean, dry and profiled surface to maximize bonding strength for the traffic stripe materials, the Engineer shall approve grooving equipment and manufacturer's recommended practice and/or specification before construction begins.
- III. The Contractual Vendor shall establish control points for measuring offsets and pre-marks along the entire distance of pavement being grooved. Prior to installation of the groove, the Contractual Vendor shall verify the equipment is capable of installing the correct width and spacing of the groove. The control points, pre-marks, and equipment will be reviewed by the Engineer prior to commencement of the work.
- IV. The groove will be considered defective if any edge of the groove varies more than 0.25 inch in a 10-foot length, or if the alignment of the groove visibly deviates from the normal alignment of the road. The Contractual Vendor shall repair any defective groove(s) to the satisfaction of the Engineer. All work in conjunction with this repair shall be performed at no additional cost to the Department.
- V. Upon request by the Engineer, the Contractual Vendor shall supply two accurate, easily readable gauges with which to verify groove depth for the duration of the project. The gauges shall be delivered no less than one week prior to the anticipated beginning of grooving operations. Gauges shall be accompanied by manufacturer's instructions for their use and calibrated per manufacturer's recommendation. The gauges will be returned to the Contractual Vendor at the conclusion of the project.
- VI. The groove shall not be installed continuously for intermittent traffic stripes, but only where stripes are to be applied. The groove shall not be installed on bridge decks unless provided written instructions to do so from the Engineer, on bridge joints, at drainage structures, at loop detector saw-cut locations, or in other areas identified by the Engineer.
- VII. Except for pavement marking tape application, cut the groove to be 1 inch wider than the anticipated traffic stripe width. The top coating of the reflective beads shall be embedded into the stripe, 50% of the bead diameter, and shall be flush to or slightly recessed below the pavement surface. A depth tolerance of +/-10% across the complete width of the groove is acceptable, depending upon pavement surface conditions and stripe type.
- VIII. Grooving application of pavement marking tape: follow manufacturer's recommended practice and/or specification including, but not limited to, for

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

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

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

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

- (K) Pavement Marking Tape – High Performance.

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

- (L) Pavement Marking Tape – All Weather.

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

## Insurance

- C.1.1. Certificates of Insurance are to be provided with solicitation response.
- C.1.2. General Liability Insurance and Vehicle Insurance in the amounts of \$100,000.00/\$300,000.00
- C.1.3. Worker's Compensation Insurance as required by law.

Worker's Compensation Insurance Policy Number \_\_\_\_\_

Policy Expires: \_\_\_\_\_

## Performance Bond

- C.1.4. Within 20 calendar days from the date of the work order and prior to starting any work, the Contractual Vendor will deposit with the Resident Engineer responsible for the work a Performance Bond at 100% value per each purchase order issued totaling \$13,500.00 or more under this contract. Failure to supply bonds will result in cancellation of the purchase order and subsequent cancellation of this contract.

- C.1.5. Also, copies of said bonds and the required Certificate of Insurance shall be given to the Central Purchasing Division. For each purchase order issued, the Contractual Vendor will be given 30 calendar days from the date of the work order letter for securing materials; after which the resident engineer will schedule the pre-work conference. The Contractual Vendor will be expected to begin work on or before the 31<sup>st</sup> 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 -	10 Calendar Days
\$30,001.00 to \$60,000.00	15 Calendar Days
\$60,001.00 or more	20 Calendar Days

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

(\*) Contract time includes time lost



