

**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)