



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: Bituminous Crack Sealing Contract for Oklahoma Highways Statewide

CONTRACT NUMBER: 05634.1

CONTRACT PERIOD: 4/27/06 through 4/26/07

AUTHORIZED USERS: All State Agencies, Counties, School Districts, and Municipalities.

AWARDED VENDOR(S): Vendor ID 0000073669
Keystone Services, Inc.
P. O. Box 218
Bixby, OK 74008-0218
Contract Number: 000000000000000000000179
Vendor Contact: Steve Sherment

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
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Secondary CAP Point of Contact:
Bill Harrell, Project Manager
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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 Agencies and Public Entities specified on Page 1. Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful bidder(s), or as stated on Page 1.

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 third year renewal and is for a one year period, commencing 4/27/06 and ending 4/26/07. 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.

**BID SPECIFICATIONS
FOR
BITUMINOUS (FIBER FILL) CRACK SEALING
WITH THE
OKLAHOMA DEPARTMENT OF TRANSPORTATION**

SCOPE OF WORK:

This is a State Wide Non-Encumbered Contract for the placement of Bituminous (with Polypropylene Fibers) crack sealing compound on highways in the State of Oklahoma.

DESCRIPTION:

The **CONTRACTOR** must furnish all material, equipment, personnel, and traffic control to clean cracks and joints and place PG 64-22 or PG 70-22 Liquid Asphalt (grade to be determined by the engineer) modified with polypropylene fibers in accordance with the following specifications.

GENERAL SPECIFICATIONS:

1. The **CONTRACTOR** must furnish all materials, equipment, personnel, and traffic control at the price bid per pound of crack sealant.
2. The **CONTRACTOR** must demonstrate experience and competence with the required construction procedures.
3. The **CONTRACTOR** shall furnish equipment in accordance with subsection 108.06, of the 1999 Standard Specifications for Highway Construction. The equipment shall be of sufficient type and quality to perform within the specifications of this contract. Application equipment shall at a minimum consist of the following:
 - a.) A pre-application batch unit to provide a continuous supply of properly proportioned blended materials to the application machine.
 - b.) An application machine with a full sweep agitation system to maintain through mixing of fibers in a holding tank prior to extrusion onto pavement and an indirect heating system capable of automatically maintaining uniform heat throughout the material vessel and plumbing during application.

METHOD:

1. The **CONTRACTOR** shall remove debris and vegetation from cracks or joints.
2. The **CONTRACTOR** shall blow cracks or joints clean and dry with a minimum of 90 psi compressed air.
3. The **CONTRACTOR** shall place crack sealant material in cracks or joints with a pressurized wand delivery system with such devices as necessary to the cracks and form a maximum 1/8 inch thick by a minimum of 3 inch wide overseal band. The overseal band shall be centered so the center of the three (3) inch wide band is within one (1) inch of the edge of the crack.

4. The **CONTRACTOR** shall remove any over spill or over filling crack sealant material prior to initial set.
5. Care should be taken to not place sealant on top of pavement markings, manholes and drainage castings.
6. The **CONTRACTOR** shall ensure only properly proportioned materials are placed on the roadway cracks or joints. i.e. no unblended materials may be added to application machine while applying materials to roadway.

TRAFFIC CONTROL:

1. The **CONTRACTOR** shall furnish all material, personnel, and equipment to provide construction traffic control in accordance with the Manual on Uniform Traffic Control Devices, Part VI (MUTCD).
2. The work shall be performed without closing the road to through traffic.

MATERIAL:

1. **Composition of Sealant** - the crack/joint sealant shall consist of a mixture of no less than 8.0% by weight of polypropylene fibers (92% AC + 8% fiber = 100% mix)
2. **Asphalt Cement** - shall be either 'PG 64-22' or 'PG 70-22', meeting section 708.03 of the Standard Specifications for Highway Construction, 1999 Edition. Additionally, Penetration, 77°F, 100g. 5 sec. should fall between 60 and 85.
3. **Fiber** - the fibers shall be the type specified and shall be specifically manufactured for use in bituminous concrete mixes. The fibers shall have a uniform **singular** shape, a uniform singular color of white to light gray, and shall meet the following requirements.

Physical Properties:	Value:	Test Procedure:
Materials:	Polypropylene	
Denier:	.00189"±.0004" (15±3)	ASTM D-1577*
Length:	10±2mm	
Crimps:	None	ASTM D-3987-82
Tensile Strength:	40,000psi, min.	ASTM D-822-83*
Elongation:	33% minimum	ASTM D-2256-80*
Specific Gravity:	0.91	
Alkali Resistance:	99% strength retained	40% NaOH solution at 70°F for 1000 hrs
Acid Resistance:	99% strength retained	95% HCl solution at 70°F for 1000 hrs
Moisture Regain at 70°F and 65% Relative Humidity:	Less than 0.1%	ASTM D-2654-76
Shrinkage:	0% at 300°	C.T.L. temperature resistance test

Finish - Fibers are specially treated for use in asphalt, so as to provide **maximum speed of dispersion** in the Extrudamat process and **maximum reinforcement** in the seal. As designated in U.S. Patent No. 5,441,812.

Certification - Each load of materials must have it's own certificate analysis from the manufacturer proving it meets the required specifications.

*This data must be obtained prior to cutting the fiber.

NOTE: Fiber Pave® 5010 meets the above requirements.

The **DEPARTMENT** may require the following:

At least two (2) weeks prior to start of crack sealing operation, the **CONTRACTOR** shall furnish the following information and samples to the Department:

- a.) Certified test data for the fiber.
 - b.) A one pound sample of the finished fibers that will be used on the project.
 - c.) A ten (10) foot uncut sample of the fiber so that the Asphalt Adhesion test result can be checked in our lab.
 - d.) The Department will use this information and samples to determine the acceptability of the fiber at this time. Samples that do not conform to specifications will be paid for only at the discretion of the Department.
4. The **CONTRACTOR** shall provide source of material information with bid for approval by the **DEPARTMENT**.
 5. **Acceptance:** The material will be accepted on the basis of certification from an independent testing facility. The independent testing facility shall certify that all crack sealing material shipped to and incorporated into the project meets specifications. Cost to be included in bid price per pound of sealant.

BONDS:

1. A **BID BOND** in the amount of \$500.00 must be submitted with the bid.
2. A **PERFORMANCE BOND, PAYMENT BOND, and DEFECT BOND** will be required in accordance with Section 11.2 of the "Standard Provisions for Construction Contracts, State of Oklahoma". As this is a Non-Encumbered Contract set up to provide multiple projects throughout a twelve (12) month period the Contract amount shall be considered fifty percent (50%) of the total dollar amount bid.

RESPONSIBILITY FOR DAMAGE CLAIMS

1. The **CONTRACTOR** shall indemnify, save, and hold harmless the Department of Transportation, its officers, and employees there of against all suits, actions, or claims of any character arising from any injuries or damage received or sustained by any person, persons, or property which may arise as a result of the project or on account of or in consequence of any negligence on the part of the **CONTRACTOR** in safeguarding his operations.
2. The **CONTRACTOR** shall carry and keep in force Liability Insurance during the contract period in the following minimum amounts:

Bodily Injury	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Each Occurrence
Total Liability	\$2,000,000

AWARD AND TERMINATION:

1. This contract shall be in force until 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 six (6) months, Vendor may cancel with thirty (30) day written notice.
2. This contract shall be in effect for twelve (12) months after the date of award.
3. The initial contract period is for one (1) year. The contract may be renewed at the same terms and conditions for an additional one (1) year period.

SCHEDULING:

1. This is a Non-Encumbered Contract the quantities shown are for estimating only. The actual quantities used may be more or less.
2. The **CONTRACTOR** will be notified in writing, at least seven (7) days prior to the beginning of individual projects.
3. The **CONTRACTOR MAY NOT** perform any work without notice from the **DEPARTMENT**.
4. A new project will begin each time the **CONTRACTOR** is asked to move from one job site to another if the distance between the two job sites is greater than five miles. A new project will also begin when the **CONTRACTOR** completes a schedule and is asked to return to the Division at a later date.

RESTRICTED WORK ZONES:

1. The **DEPARTMENT** reserves the right to restrict work upon high-volume highways within the Oklahoma City and Tulsa metropolitan areas. These restrictions may require that certain highway sections have all travel lanes open during designated rush hours. The designation of these restricted work zones and work hours shall be at the sole discretion of the **DEPARTMENT**.
2. Restricted work zones may require that the **CONTRACTOR** remobilize several times during a day, and may require that the **CONTRACTOR** conduct work at night or during weekends. Any extra expenses associated with these aspects shall be considered to be included in "other items of work".
3. It shall be considered a breach of contract for a **CONTRACTOR** to willfully ignore work zone restrictions that may be required by the **DEPARTMENT**. In such an event, the **DEPARTMENT** shall be entitled to replace the **CONTRACTOR**, as permitted under other terms of this contract.

METHOD OF MEASUREMENT AND PAYMENT:

1. The **CONTRACTOR** shall submit certified weigh tickets to measure the specified crack sealing material by the pound. Partial loads of material shall have a beginning and ending weigh ticket.
2. The price bid per pound of crack sealing material shall be full compensation for all labor, equipment, materials, and traffic control to place crack sealing material in accordance with the plans and specifications.
3. The **DEPARTMENT** may deduct poundage of crack sealing material deemed an unreasonable amount of waste or misplacement. The intent of this contract is to pay for crack sealing material actually used to seal cracks and joints in highway pavement.