SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
SEABOARD ASPHALT PRODUCTS COMPANY
3601 FAIRFIELD ROAD
Baltimore, MD 21226
(410) 355-0330

REFER QUESTIONS TO:
GWENDOLYN ADAMS
(410) 767-7662
GWENDOLYN.ADAMS@MARYLAND.GOV

ITB: EXPR DATE: 04/30/21 DISCOUNT TERMS: . NET 30 DAY
POST DATE: 04/13/20 CONTRACT AMOUNT: 45,828.75

TERMS:
ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE
NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE
VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND
ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT
FOR
WATER ACTIVATED COLD PATCH ASPHALT

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS AGAINST CONTRACT
001B7400422.

CONTRACT TERM: MAY 01, 2020 THROUGH APRIL 30, 2021, WITH THE
SAME TERMS, CONDITIONS AND PRICE.
VENDOR: SEABOARD ASPHALT PRODUCTS COMPANY
VENDOR CONTACT: SHAWN CAMPBELL
VENDOR NUMBER: 410-355-0330
VENDOR EMAIL: SALES@SEABOARDASPHALT.COM

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND
STATE ORDERING AGENCY. EACH AGENCY SHALL BE THE
SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY MATERIAL DELIVERED AS
A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS
OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT
THE VENDOR'S AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR
CREDIT.

BAGGED MATERIAL MUST BE PACKAGES IN A DOUBLE LINER BAG WITH THE INNER

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TERMS (cont’d):

MOST INER BEING PLASTIC WEIGHING LESS THAN 60LBS, EVENLY STACKED ON A NON-RETURNABLE PALLET SHRINK-WRAP PROTECTED SETUP FOR FORKLIFT UNLOADING. PALLETS SHALL CONTAIN 49 BAGS PER PALLET.

AGENCIES RESERVES THE RIGHT TO SAMPLE COMPOSITE MATERIAL OR MIXTURE AT ANY TIME.

CERTIFICATION:

PROVIDE CERTIFICATION THAT THE MATERIAL MEETS REQUIREMENTS PER TC 1.03 AND THE FOLLOWING:

A GUARANTEE THE MATERIAL CONFORMS TO THE MATERIALS, BINDER, MIX PERFORMANCE AND STORAGE REQUIREMENTS AND COMAR ENVIRONMENTAL REGULATIONS.

EMPLOY AN UNAFFILIATED AASHTO-ACCREDITED LABORATORY TO PERFORM ALL TESTING FOR CERTIFICATION.

ACCEPTANCE TESTING WILL BE COMPLETED ON DELIVERED MATERIAL AS DETERMINED. EACH DELIVERY SHALL BE CONSIDERED ONE LOT. THE MATERIAL MAY BE SUBJECT TO A WORKABILITY EVALUATION EITHER IN THE LAB OR IN THE FIELD. NON-CONFORMING MATERIALS WILL BE REJECTED WHETHER IN-PLACE OR NOT. REMOVE ALL CPM INVENTORY ON HAND THAT FAILS TO MEET REQUIREMENTS AND REPLACE AT NO ADDITIONAL COST.

REPLACEMENT WARRANTY:

MATERIAL THAT DOES NOT REMAIN WORKABLE IN STORAGE FOR AT LEAST SIX MONTHS SHALL BE REPLACED AT NO COST. PRODUCT THAT DOES NOT PERFORM IN NORMAL POTHOLE PATCHES FOR AT LEAST TWELVE MONTHS WILL BE EVALUATED FOR PERFORMANCE. MATERIAL THAT CONSISTENTLY FAILS TO MEET REQUIREMENTS WILL BE REMOVED FROM THE QPL

DELIVERY:

DELIVERY SHALL BE MADE WITHIN 10 BUSINESS DAYS AFTER RECEIPT OF ORDER FROM THE ORDERING AGENCIES.

SHA DELIVERY LOCATIONS:

DORCHESTER COUNTY SOMERSET COUNTY
II. CAMBRIDGE SHOP PRINCESS ANNE SHOP
2954 OLD ROUTE 50 US ROUTE 13
PO BOX 261 10980 MARKET LANE
CAMBRIDGE, MD 21613 PRINCESS ANNE, MD 21853

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BLANKET PURCHASE ORDER
STATE OF MARYLAND

************* STATE OF MARYLAND ******************

BPO NO: 001B0600331      PRINT DATE: 04/13/20      PAGE: 03

TERMS (cont'd):

WICOMICO COUNTY                WORCHESTER COUNTY
SALISBURY SHOP               SNOW HILL SHOP
660 WEST ROAD                US ROUTE 113
SALISBURY, MD 21802           SNOW HILL, MD 21863

CAROLINE COUNTY                CECIL COUNTY
DENTON SHOP                  ELKTON SHOP
508 CAROLINE STREET            2024 E. OLD PHILADELPHIA RD
DENTON, MARYLAND 21629        ELKTON, MD 21922

KENT COUNTY                  QUEEN ANNES COUNTY
CHESTERTOWN SHOP             CENTREVILLE SHOP
615 MORGNEC ROAD              111 SAFETY DRIVE
CHESTERTOWN, MD 21620         CENTREVILLE, MD 21617

TALBOT COUNTY                MONTGOMERY COUNTY
EASTON SHOP                  FAIRLAND SHOP
US ROUTE 50                   12020 PLUM ORCHARD DRIVE
8265 OCEAN GATEWAY            SILVER SPRING, MD 20904
PO BOX 745                    EASTON, MARYLAND 21601

GAITHERSBURG SHOP            PRINCE GEORGE'S COUNTY
502 QUINCE ORCHARD ROAD       400 SECOND ST
GAITHERSBURG, MARYLAND 20878   LAUREL, MD 20707

MARLBORO SHOP                BALTIMORE COUNTY
6500 S. E. CRAIN HIGHWAY      GOLDEN RING SHOP
UPPER MARLBORO, MARYLAND 20772 8374 PULASKI HWY
                                     ROSEDALE, MD 21237

HEREFORD SHOP               OWINGS MILLS SHOP
306 MOUNT CARMEL ROAD         9130 DOLFIELD RD
PARKTON, MARYLAND 21120       OWINGS MILLS, MD 21117

HARFORD COUNTY              ANNE ARUNDEL COUNTY
CHURCHVILLE SHOP            ANNAPOLIS SHOP
3050 CHURCHVILLE ROAD        138 DEFENSE HWY
CHURCHVILLE, MARYLAND 21028   ANNAPOLIS, MD 21401

HAGERSTOWN SHOP            WASHINGTON COUNTY
18320 COLONEL HENRY K. DOUGLAS DRIVE
HAGERSTOWN, MARYLAND 21740

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STATE OF MARYLAND

************* STATE OF MARYLAND *************

BPO NO: 001B0600331 PRINT DATE: 04/13/20 PAGE: 04

TERMS (cont’d):

LAVALLE SHOP ALLEGANY COUNTY KEYSER'S RIDGE SHOP
1221 W. BRADDOCK ROAD 3876 NATIONAL PIKE
LAVALLE, MARYLAND 21502 ACCIDENT, MARYLAND 21520

FREDERICK SHOP WESTMINSTER SHOP
5111 BUCKEYSTOWN PIKE 150 WYNDTRYST DRIVE
FREDERICK, MARYLAND 21704 WESTMINSTER, MARYLAND 21157

DAYTON SHOP
4401 MD ROUTE 32
DAYTON, MARYLAND 21036

GLEN BURNIE SHOP
910 STEWART AVENUE
GLEN BURNIE, MARYLAND 21061

STORAGE:

CPM/WACPM FURNISHED IN BAGS OR CONTAINERS SHALL BE STORED IN ACCORDANCE WITH THE MANUFACTURER’S RECOMMENDATIONS. CPM/WACPM SHALL REMAIN WORKABLE IN STORAGE FOR AT LEAST SIX MONTHS.

CPM MAY ALSO BE FURNISHED FROM STOCKPILED MATERIAL THAT HAS BEEN STORED OUTSIDE, UNCOVERED, WITHOUT DRYING OR CLUMPING. THE STOCKPILE SHALL NOT LEACH OR STRIP. A PRODUCT GUARANTEE IS REQUIRED STATING THAT THE MATERIAL REMAINS WORKABLE IN AN UNCOVERED STOCKPILE OF 100 TONS OR MORE FOR A PERIOD OF NOT LESS THAN TWELVE MONTHS.

QUALITY CONTROL PLAN:

PROVIDE A QUALITY CONTROL PLAN (QCP) THAT INCLUDES THE FOLLOWING:

DESCRIPTION OF MATERIAL
SAFETY DATA SHEETS
CONTACT PERSONNEL
TECHNICAL DATA SHEETS, INCLUDING VOC CONTENT
JOB MIX FORMULA
QC MATERIAL SAMPLING PROCESS
STORAGE REQUIREMENTS

THE QCP SHALL ALSO STATE THAT IF A TEST RESULT INDICATES THAT A SHIPMENT IS NOT IN COMPLIANCE WITH SPECIFICATIONS, THE FOLLOWING SHALL APPLY:

IMMEDIATELY NOTIFY THE ADMINISTRATION OF THE SHIPMENT IN QUESTION, IDENTIFY THE MATERIAL

*** CONTINUED, NEXT PAGE ***
CEASE SHIPMENT UNTIL MATERIAL COMPLIES WITH SPECIFICATION
NOTIFY THE ADMINISTRATION PRIOR TO RESUMING SHIPMENT, AND
IMPLEMENT ANY MUTUALLY AGREED UPON PROCEDURES FOR THE DISPOSITION OF
THE MATERIAL

IN THE EVENT A MUTUAL AGREEMENT IS NOT OBTAINED, THE ADMINISTRATION
SHALL HAVE FINAL AUTHORITY IN THE DECISION ON SPECIFICATION
COMPLIANCE.

PAYMENT:
FOLLOWING DELIVERY AND ACCEPTANCE OF MATERIAL SEABOARD ASHPALT
PRODUCTS COMPANY SHALL SUBMIT AN ORGINAL INVOICE TO THE ORDERING
AGENCY.

INVOICES:
VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT. THIS PURCHASE
IS FOR WATER ACTIVATED COLD PATCH ASHPALT FOR STATEWIDE
AGENCIES FACILITIES ACROSS THE STATE.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR
COMMODITY CONTRACTS OVER $25,000" AND ALL SPECIFICATIONS, TERMS AND
CONDITIONS OF SOLICITATION #001IT820500/MDDGS31030786 INCORPRATED
HEREIN BY REFERENCE.

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COLD PATCH, ASPHALT BULK
PATCHING MIX, ASPHALT CONCRETE
WATER ACTIVATED COLD MIX ASPHALT PATCHING MATERIAL

SEE J02R7400012_CMA_DGS IFB TEMPLATE.PDF SECTION C FOR FURTHER
SPECIFICATION INFORMATION ABOUT THE ITEM.

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