

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400145

PRINT DATE: 09/26/17

PAGE: 01

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:

LISA FORTUNE MCDONALD
(410) 767-4084
LISA.MCDONALD@MARYLAND.GOV

ITB:

EXPR DATE: 01/10/19
POST DATE: 09/19/17

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

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
COLD PATCH MATERIAL

THIS IS (2) TWO OF (3) THREE RENEWAL OPTIONS.

REGIONS COVERED UNDER THIS CONTRACT:

DISTRICT 6 - LAVALE

ORIGINAL: 001B5400322

FIRST: 001B7400177

SECOND: 001B8400145

VENDOR : SEABOARD ASPHALT PRODUCTS CO.

VENDOR CONTACT : SHAWN CAMPBELL
SALES@SEABOARDASPHALT.COM

VENDOR PHONE : 410-355-0330

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TERMS (cont'd):

TERM OF CONTRACT: 1/9/2018 - 1/10/2019 (1 YEAR)

THIS CONTRACT HAS ONE (1) ONE-YEAR RENEWAL OPTION LEFT.

DELIVERY: PRICES ARE TO BE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

A USAGE REPORT SHALL BE FURNISHED BY SEABOARD ASPHALT PRODUCTS CO EVERY 90 DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE FORMAT OF SUBMISSION (E.G. EXCEL) SHALL BE AT THE CONTRACTOR'S DISCRETION PROVIDED THAT, AT A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION AND THE CONTRACT TOTAL. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES

ELECTRONIC PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.
2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE SENT VIA E-MAIL TO THE PROCUREMENT OFFICER AT IRIS.LESTER1@MARYLAND.GOV AS WELL AS TO AWAWU SALAKO VIA E-MAIL AT AWAWU.SALAKO@MARYLAND.GOV
3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT

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TERMS (cont'd):

ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;

- (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

OR

- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER

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TERMS (cont'd):

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE VENDOR/CONTRACTOR HAS TEN (10) CALENDAR DAYS FROM THE DATE OF THE AWARD TO INITIATE THE PROCESS OF PUTTING THEIR ONLINE ECATALOG OF CONTRACT ITEMS ON THE EMARYLAND MARKETPLACE. FAILURE BY THE VENDOR/CONTRACTOR TO DO SO, INCORPORATING THE TERMS AS LISTED ABOVE AND OTHERWISE COMPLYING WITH THE CONTRACT, WILL BE CAUSE TO REASSESS THE CONTRACT WITH THE VENDOR/CONTRACTOR AND MAY RESULT I DEFAULT OF THE CONTRACT AND/OR BREACH OF THE CONTRACT, AND COULD RESULT IN TERMINATION OF THE CONTRACT FOR DEFAULT.

ALL COSTS AND EXPENSES OF COMPLYING WITH THIS PROVISION SHALL BE BORNE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE STATE.

FOR ADDITIONAL INFORMATION CONCERNING EMARYLAND MARKETPLACE, PLEASE CONTACT CATHY MAZOLA AT 410-767-1492 OR E-MAIL AT CATHY.MARZOLA@MARYLAND.GOV

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED AT \$2,062.50 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED" BASIS.

MATERIALS:

AGGREGATES: M29; T11; T27.

BINDER: D244; D402; T59; T78.

MIX PERFORMANCE REQUIREMENTS: CPM PATCHES SHALL BE PERMANENT AND REMAIN IN PLACE TO ALLOW PAVE OVER WITH NO ADVERSE EFFECTS ON THE FINAL SURFACE. CPM SHALL NOT REQUIRE PRIMER OR TACK. CPM SHALL BE COMPATIBLE WITH ASPHALT AND/OR CONCRETE AT A MINIMUM THICKNESS OF ½ INCH. THE MATERIAL MUST BE ABLE TO BE USED FOR FILLING POTHoles IN WET OR DRY CONDITIONS AND IN TEMPERATURES DOWN TO 5 DEGREES F WITHOUT HEATING AND TEMPERATURES UP TO 100 DEGREES F.

CPM SHALL BE STORED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS AND HAVE A MINIMUM SHELF LIFE OF TWELVE MONTHS. CPM SHALL BE FURNISHED IN BAGS OR CONTAINERS WEIGHING 50 TO 60 POUNDS. CPM MAY ALSO BE FURNISHED FROM STOCKPILED MATERIAL CAPABLE OF BEING STORED OUTSIDE, UNCOVERED, WITHOUT DRYING OR CLUMPING. THE STOCKPILE SHALL NOT LEACH OR STRIP. A PRODUCT GUARANTEE IS REQUIRED STATING THAT THE MATERIAL SHALL REMAIN

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WORKABLE TO ACCOMMODATE CLIMATIC CONDITIONS IN AN UNCOVERED STOCKPILE OF 100 TONS OR MORE, IF APPLICABLE, FOR A PERIOD OF NOT LESS THAN TWELVE MONTHS.

ALL CPM SHALL BE UNIFORMLY MIXED AND REQUIRE NO MIXING PRIOR TO USE. THE MATERIAL SHALL BE CAPABLE OF BEING POURED OR SHOVELED INTO A HOLE. THE MATERIAL SHALL REQUIRE MINIMAL POTHOLE PREPARATION CONSISTING OF REMOVING WATER AND DEBRIS FROM THE POTHOLE. THE MATERIAL SHALL BE CAPABLE OF DISPLACING ANY WATER REMAINING IN THE HOLE. PLACE AND COMPACT THE CPM ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. THE MATERIAL SHALL NOT RAVEL NOR ADHERE TO TIRES WHEN OPENED TO TRAFFIC.

CPM APPLIED TO DETERIORATED CONCRETE OR BITUMINOUS PAVEMENT SHALL GUARANTEE PERMANENT ADHESION UNTIL THE SURROUNDING PAVEMENT FAILS. REMOVAL SHALL NOT BE REQUIRED WHEN THE SURFACE IS OVERLAID WITH ASPHALT. THE SUPPLIER SHALL REPLACE ACTUAL VOLUMES USED AT NO ADDITIONAL COST TO THE ADMINISTRATION IF THE PATCH MATERIAL SHOULD FAIL TO PERFORM AS DESCRIBED ABOVE WHEN PROPERLY INSTALLED.

BINDER:

BINDER SHALL PROVIDE AGGREGATE COVERAGE PER TP 40-94. NO ADDITIVES, MODIFIERS OR EXTRA INGREDIENTS ARE TO BE INTRODUCED INTO THE LIQUID OIL BLEND AFTER SHIPMENT FROM TERMINAL. BINDER SHALL MEET ALL CERTIFICATION REQUIREMENTS. BINDER SHALL MEET A MAXIMUM OF 0.1% VOLUME BY WEIGHT OF THE ORIGINAL SAMPLE WHEN TESTED TO 500 DEGREES F (260 DEGREES C) PER T59 OR, THE BINDER SHALL CONTAIN NO MORE THAN 6.0 MILLILITERS OF OIL DISTILLATE WHEN TESTED PER D244, D402 OR T78, DEPENDING UPON THE TYPE OF BINDER USED. THE RESIDUAL BINDER CONTENT SHALL BE A MINIMUM OF 5 PERCENT OF THE MIX.

QUALITY CONTROL PLAN: THE MANUFACTURER SHALL PROVIDE A QUALITY CONTROL PLAN THAT INCLUDES, AT A MINIMUM, THE FOLLOWING INFORMATION:

DESCRIPTION OF MATERIAL
CONTACT PERSONNEL
MSDS AND TECHNICAL DATA SHEETS
ENVIRONMENTAL IMPACT
JOB MIX FORMULA (W/VOC CONTENT DISPLAYED)
QC MATERIAL SAMPLING PROCESS
STOCKPILING PROCESS/REQUIREMENTS

THE MANUFACTURER'S QUALITY CONTROL PLAN SHALL STATE THAT IF A TEST RESULT INDICATES THAT A SHIPMENT OF CPM IS NOT IN COMPLIANCE WITH THE SPECIFICATIONS, THE MANUFACTURER SHALL (1) IMMEDIATELY NOTIFY THE ADMINISTRATION OF THE SHIPMENT IN QUESTION; (2) IDENTIFY THE MATERIAL; (3) CEASE SHIPMENT UNTIL MATERIAL COMPLIES WITH THE SPECIFICATION; (4) NOTIFY THE ADMINISTRATION PRIOR TO RESUMING SHIPMENT; AND (5)

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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.

CERTIFICATION: THE MANUFACTURER SHALL PROVIDE CERTIFICATION THAT THE MATERIAL MEETS THE REQUIREMENTS OF TC 1.03 CERTIFICATION, PROVIDE MATERIALS SAFETY DATA SHEETS, AND SHALL GUARANTEE THE MATERIAL CONFORMS TO THE MATERIALS, BINDER AND MIX PERFORMANCE REQUIREMENTS AND COMAR ENVIRONMENTAL REGULATIONS. LABORATORY TESTING FOR CERTIFICATION MUST BE PERFORMED BY AN AASHTO ACCREDITED LABORATORY NOT AFFILIATED WITH THE COLD PATCH MATERIAL SUPPLIER.

MATERIALS USED ON THE BASIS OF CERTIFICATION MAY BE SAMPLED AND TESTED AT ANY TIME. IF MATERIALS ARE FOUND NOT TO BE IN CONFORMANCE WITH THE CONTRACT REQUIREMENTS, THE MATERIALS WILL BE REJECTED WHETHER IN-PLACE OR NOT.

THE MANUFACTURER SHALL REMOVE ALL CPM INVENTORY ON HAND THAT FAILS TO MEET REQUIREMENTS. THE MANUFACTURER SHALL REPLACE THE REMOVED INVENTORY AT NO ADDITIONAL COST TO THE ADMINISTRATION. CPM NOT MEETING THE SPECIFICATION REQUIREMENTS WILL BE REMOVED FROM THE QUALIFIED PRODUCTS LIST.

DELIVERY LOCATION(S):

ALLEGANY COUNTY
CUMBERLAND SHOP (LA VALE)
1221 W. BRADDOCK ROAD
P.O. BOX 3347
LA VALE, MARYLAND 21502

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	74567-281758	PL	13.7500		

COLD PATCH, ASPHALT BULK

COLD PATCH ASPHALT MATERIAL, 55LB BUCKETS, BOND-X GREEN.

REGION:- LAVALE - DISTRICT 6.

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE