

SOUTH PORTLAND, MAINE

LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS

BID #55-09



April 2009

**ENGINEERING DEPARTMENT
CITY OF SOUTH PORTLAND, MAINE**

CITY OF SOUTH PORTLAND

**LINE STRIPING FOR BITUMINOUS AND
PORTLAND CEMENT CONCRETE PAVEMENTS**

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CITY OF SOUTH PORTLAND, MAINE

REQUEST FOR BIDS FOR:

LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS

The City of South Portland, Maine is requesting bids for "Line Striping for Bituminous and Portland Cement Concrete Pavements" as specified herein.

Complete written Bids shall be submitted in sealed envelopes plainly marked "Bid for LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS" to the City Purchasing Agent, Room 102, City Hall, 25 Cottage Road, South Portland, Maine 04106, not later than 2 P.M., on Thursday, April 23, 2009 at which time they will be publicly opened and read aloud. Bids received after that time and date shall not be accepted. The Contractor shall perform the work of this contract between July 1, 2009 and July 15, 2009. Each bid must be accompanied by a deposit of 5% of the amount bid.

Specifications may be examined at the plan rooms of:

F.W. Dodge Corporation, 47 Atlantic Place, South Portland, Maine 04106;
The Dunlap Agency, 31 Court Street, Auburn, Maine 04210;
The Associated General Contractors of Maine, Whitten Road, Augusta, Maine, 04330;
Construction Summary of Me., WH Shurtleff Building, 5 Industry Road, S. Portland, ME 04106
Works In Progress, 75 Bishop Street, Suite 3, Portland, ME 04103;
Construction Market Data, 20 Mussey Road, Suite 4, Scarborough, ME 04074
City of South Portland, Engineering Dept., 42 O'Neil Street, S. Portland, ME, 04106.

Questions regarding the work or specifications may be directed to Joe Colucci at the Department of Public Works at 767-7635.

CONTRACTORS may acquire specifications from the Purchasing Agent at no charge or may be obtained by e-mail by contacting David Kasik - Senior Engineer at: dkasik@southportland.org.

The project involves line striping approximately: 230,000 L.F. of 4" Single Solid White/Yellow Line; 220,000 L.F. of 4" Double Solid Yellow Lines; 68,500 L.F. of 4" Single w/Skip White Line. All lines shall have glass beads. It is the City's intent to contract out all 4" line striping. Other unit pricing work may or may not be selected by the City.

The City of South Portland reserves the right to waive all informalities in bids, to accept any bid or any portion thereof, or to reject any or all bids, should it be deemed in its best interest. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's purchasing ordinance.

Colleen C. Selberg, Purchasing Agent

April, 2009

CITY OF SOUTH PORTLAND

INFORMATION FOR CONTRACTORS

The City of South Portland, Maine (herein called the "City") invites Bids on the forms attached hereto, all blanks in which must be appropriately filled in.

The City may consider informal, any Bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in, or reject, any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No contractor may withdraw a Bid within sixty (60) days after the actual date of the opening thereof.

PREPARATION OF BID

Bids must be submitted on the actual form of bid furnished herewith. All blank spaces for bid prices must be filled in, in ink, in figures, with the unit price for the item or the lump sum for which the Bid is made.

Bids shall contain no recapitulation of the work to be done. Each bidder is required to state in his Bid his name and place of residence; the names of all persons interested with him; also that it is made without any connection with any other person making any Bid for the above work.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, the name of the project and Bid Number for which the bid is submitted. If forwarded by mail, the sealed envelope containing the Bid and marked as directed above must be enclosed in another envelope addressed as specified in the Bid form and preferably forwarded by "registered mail". It is the Bidder's responsibility to ensure timely submission of the bid; any bid received after the stated deadline will not be considered.

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents including all addenda. The failure or omission of any bidder to examine the site or to receive any form, instrument, or documents shall in no way relieve any bidder from any obligation in respect to his bid.

The Contractor shall make his Bid from his own examinations and estimates, and shall not hold the City, its agents, employees or independent Engineer or his agents, hired by the City, responsible for or bound by any schedule. If any error in any Plan, Drawing, Specification or direction, relating to anything to be done under this Contract, comes to his knowledge, he should report it at once to the City.

QUALIFICATION OF BIDDERS

The City may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data

for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted. The City may require pre-qualification data from bidders unknown to it.

BID SECURITY

Each bid must be accompanied by a deposit of 5% of the amount bid. This may be a properly certified check, bank treasurer's check, bank money order, cash, or a bid bond. Checks and money orders shall be made payable to the City of South Portland. Such deposits will be returned to bidders within a reasonable time after signing of the contract.

DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

If the successful bidder fails to sign and return the contract with the required certificate of insurance and performance bond within 14 calendar days after the date of the notice of award, his bid will lapse at the election of the City and his bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any bidder withdraw his bid prior to contract signing, his deposit will be retained by the City as an agreed amount of liquidated damages.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Engineering Department, City of South Portland, 25 Cottage Road, Maine 04106, or faxed to 207-767-7646 and to be given consideration, must be received at least three (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be faxed to all prospective bidders, at the respective addresses furnished for such purposes, not later than one (1) business day prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

SECURITY AND PAYMENT BONDS AND POWER OF ATTORNEY

Bonds in the amount of 100% of Contract Price and Power of Attorney will be required in accordance with section 4, under Performance Bond, of the Contract.

AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is to the interest of the City to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City,

however, reserves the right to reject any and all bids and to waive any informality in bids received, and to accept any bid whenever such rejection, waiver or acceptance is in the interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the Contract. To better ensure fair competition, and to permit a determination of the lowest bidder, bids obviously unbalanced may be rejected by the City at its discretion. The City may reject any bid of a bidder not authorized to do business in the State of Maine.

EXEMPTION FROM SALES TAX

All materials used in the construction that becomes a permanent part of the facility are exempt from the Maine State Sales Tax. The Contractor must comply with the regulations of the Bureau of Taxation.

TIME OF COMPLETION

The Contractor shall complete the work between July 1, 2009 and July 15, 2009. The City realizes that wet or other inclement weather may alter the schedule. Bidders must be willing to schedule work so that the completion dates are met. The contract period for this bid is one year from the Notice of Award date, and awarded bidders will perform work under this bid and at their bid prices as required by the City. It is anticipated that the City will require the Contractor to complete additional line striping in the fall after the City has completed its yearly paving program. The Contractor shall contact the Public Works Director or his designee at least ten (10) days prior to commencing work, and shall coordinate the scheduling of the work with the Director. Any deviation from the agreed upon work schedule or completion date shall be specifically approved by the Public Works Director.

Should the Contractor fail to complete the work as shown on the Schedule of Progress unless otherwise agreed by the Director or his designee, the City shall be compensated for the inconvenience of its citizens, the sum of One Hundred-Fifty Dollars \$150.00 per calendar day and shall be deducted from the sums otherwise due under the Contract as liquidated damages.

INSURANCE

See Section 8, Contractor's Liability Insurance, of the Contract.

CITY OF SOUTH PORTLAND

BID FOR LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS

Purchasing Agent
City of South Portland
City Hall
25 Cottage Road
South Portland, Maine 04106

Gentlemen:

The undersigned hereby declare that the only persons interested in this Bid as the principals are named on the Principals of CONTRACTOR Form (Attached); that it is made without any connections with any other person making any Bid for the same work; that he has carefully examined the location of the proposed work, the Information for Contractors, the proposed form of Contract and Specifications therein; and he/she proposes and agrees if this Bid is accepted, that they will contract with the City of South Portland to do all work and furnish all materials necessary to complete the contract in a manner and time therein prescribed, and according to the requirements as herein set forth and that they will take in full payment therefore the following sums to wit:

NOTE:

It is understood each item includes all labor, materials and equipment necessary to complete the work in accordance with the Specifications.

The Contractor shall perform the work of this contract between **July 1, 2009 and July 15, 2009**. The rate of progress shall be at least that shown on the Work Schedule, which is to be submitted by the Contractor with this Bid. The Contractor shall hold the Unit Prices submitted with this bid for a period of one year. The contractor may be requested to return to the City to conduct additional line striping later in the year at a time mutually agreed upon by both parties.

Accompanying the Bid is a certified check or Bid bond in the amount of five percent (5%) of the Contract Bid Total which shall become the property of the City of South Portland, if this Bid is accepted by the City of South Portland, and the undersigned shall fail to execute a Contract with, and give a bond to, the said City of South Portland as provided under the Information for CONTRACTORS.

The undersigned hereby designated as his officer to which such notice of acceptance may be mailed, telegraphed or delivered:

This Bid may be withdrawn at any time prior to the scheduled deadline for the receiving of Bids, or any authorized postponement thereof.

Signature of person, firm or corporation making the Bid:

Signed _____
(Corporation, Firm or Company)

By _____ Title _____
(Officer, Authorized Individual or Owner)

Address _____

Zip Code _____

Telephone _____ Fax _____

Email: _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the Bid.

Date _____

CITY OF SOUTH PORTLAND

**LINE STRIPING FOR BITUMINOUS AND
PORTLAND CEMENT CONCRETE PAVEMENTS**

SCHEDULE OF PRICES

Note: This Bid shall be filled in by the bidder, in ink, with the Unit Prices. Prices shall include costs for all labor, materials and equipment to apply painted lines as specified herein. Please remember to submit the Work Schedule with your bid.

<u>Item</u>	<u>Unit Price</u>	<u>Estimated Quantify</u>	<u>Item Total</u>
4" Single Solid White/Yellow Line	\$ _____ / L.F.	230,000 L.F.	\$ _____
4" Double Solid Yellow Lines	\$ _____ / L.F.	220,000 L.F.	\$ _____
4" Single w/Skip White Line	\$ _____ / L.F.	68,500 L.F.	\$ _____

CONTRACT BID TOTAL: \$ _____

Name of Paint Manufacturer: _____
Grade of Paint: _____
Years in Business: _____
Contact Person for this Project: _____
Tel: _____ Fax: _____
Cell Phone Number: _____

Note: The contract will be awarded based on the Contract Bid Total. The City is requesting Unit Prices for addition items which may or may not be used. The City reserves the right to increase or decrease the amount of work performed by the Contractor. Any change in quantities of work performed shall be paid at the unit prices quoted within the bid proposal. This Bid is for a period of one year with the right to extend the contract each year as it expires for a year at a time up to a total of five years, **if agreeable to both parties.**

CITY OF SOUTH PORTLAND

PRINCIPALS OF CONTRACTOR (This must be Filled Out)

The full names and residences of all persons interested in this Bid as principals are as follows:
(In case of corporation, including and identify President, Treasure and Manager).

ACKNOWLEDGMENT OF ADDENDA

Addenda No.-Date of Addenda- Receipt Acknowledged By- Date Received

CITY OF SOUTH PORTLAND

AGREEMENT

LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS

THIS AGREEMENT is made this ____ day of April, 2009, by and between the CITY OF SOUTH PORTLAND, a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter "CITY"), and

(hereinafter "CONTRACTOR").

WITNESSED:

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

SPECIFICATIONS:

1. The CONTRACTOR shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications entitled: LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS, which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement and the attached documents entitled Invitation to Bid, Information For Bidders, Bid, General Conditions, Technical Specifications, and all Addendum, except to the extent any provision within said documents may conflict with this Agreement, in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall be completed between July 1, 2009 and July 15, 2009. The Unit Prices stipulated in the Bid "Schedule of Prices" shall apply for one year from the date on the Notice of Award. The City may request the Contractor to return to stripe new pavement overlays completed during the City's paving program.

3. The CITY shall pay the CONTRACTOR for the performance of the agreement the Unit Prices stipulated in the Bid "Schedule of Prices" to be paid as provided in Section 15 herein.

PERFORMANCE BOND:

4. The CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and labor and material payment bond each in the amount of executed by a surety company satisfactory to the City, guaranteeing the performance and payment by the CONTRACTOR.

GUARANTEE:

5. The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the CITY'S written acceptance of the project.

PERMITS AND LICENSES:

6. Permits and licenses necessary for the performance of the work shall be secured and paid by the CONTRACTOR.

CITY'S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY, when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, ten (10) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

CONTRACTOR'S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved.

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) Business Automobile Liability

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

(c) Workers' Compensation Insurance

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

(d) Professional Liability

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

(e) Certificates of Insurance

Certificates of Insurance of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier

contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

(f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

(g) It is recommended that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

(h) The CONTRACTOR and its surety shall indemnify and save harmless the CITY, its officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

(i) Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

(j) Construction Agreement

The CONTRACTOR shall and does hereby agree to indemnify , save harmless and defend the CITY from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or liens, of any nature or character, in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be

required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

DAMAGES:

9. The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries, (including death), loss or damage, arising out of the performance of this contract.

LIENS:

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the CITY all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

11. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

SUBCONTRACTS:

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES:

13. The CONTRACTOR shall confine its apparatus, the storage of materials and the operation of its workers to limits indicated by law; ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR enter in and make use of such completed parts of the project. Such occupancy shall in no case be construed as an acceptance of any work or materials.

CLEANING UP:

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

PAYMENTS:

15. The City shall make a 90% payment on the amount of acceptable work completed within thirty (30) days upon receipt of the requisition.

Final payment shall be within sixty (60) days, provided the CONTRACTOR has submitted evidence satisfactory to the City that all material bills and other indebtedness connected with the Work has been paid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF SOUTH PORTLAND

By:

Its

Witness:

By:

Its

Witness:

CITY OF SOUTH PORTLAND

NOTICE OF AWARD LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS

Date of Notice:

To:

Inasmuch as you were the chosen CONTRACTOR for the project entitled LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS in the City of South Portland, Maine, you are hereby notified that award of the above contract, and you are further instructed to immediately take the necessary steps for execution of the contract within fourteen (14) calendar days of the date of this Notice of Award.

**By Order of the City Council
City of South Portland, Maine**

Jim Gailey

CITY OF SOUTH PORTLAND

LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS

NOTICE TO COMMENCE WORK

Date of Notice: _____ 2009

To: _____

You are hereby notified to commence work on the project entitled LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS together with all necessary appurtenances and to diligently prosecute this work to completion between July 1, 2009 and July 15, 2009, as shown of the Schedule of Progress, for the City of South Portland, Maine.

**By Order of the City Council
City of South Portland, Maine**

**Jim Gailey
City Manager**

CITY OF SOUTH PORTLAND

LINE STRIPING FOR BITUMINOUS AND PORTLAND CEMENT CONCRETE PAVEMENTS

CONTRACTOR'S AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

Before me, the undersigned, a

(Notary Public, or Attorney at Law)

in and for said County and State personally appeared

(individual, partner, or duly authorized representative of the Corporate Contractor)

who being duly sworn according to law deposes and says that the cost of all labor, materials and equipment and outstanding claims and indebtedness or whatever nature arising out of the performance of the Contract between

THE CITY OF SOUTH PORTLAND, MAINE

and _____ of _____
(CONTRACTOR)

dated _____, for the LINE STRIPING FOR BITUMINOUS AND
PORTLAND CEMENT CONCRETE PAVEMENTS, have been paid in full.

(Individual, Partner or duly authorized representative of the Corporate Contractor)

Sworn to and subscribed before me as his free act and deed as a true and accurate statement based upon his personal knowledge

this _____ day of _____ 2009

I. SPECIFICATION FOR WHITE AND YELLOW FAST DRY WATERBORNE TRAFFIC PAINT

SCOPE

- A. This specification describes 100% acrylic type, low VOC, fast drying, white and yellow waterborne traffic paints that can be used on bituminous and Portland cement concrete pavements. An oil –based paint also may be used if approved by the City.

APPLICABLE SPECIFICATIONS

- A. Federal specification TT-P-1952D (Paint, Traffic and Air Field Marking, Waterborne), Federal Test Method Standard 141c. American Society for Testing and Materials (latest revision) as referenced. American Association of State Highway and Transportation Officials (AASHTO) Materials, Specifications, and Tests. All material for marking will meet Maine DOT specifications for Fast Dry Waterborne Traffic Paint

GENERAL REQUIREMENT

- A. The paint shall be formulated and processed specifically for service as a binder for beads, in such a manner as to produce maximum adhesion, refraction, and reflection. Any capillary action of the paint shall not be such as to cause complete coverage of the beads.
- B. The paint shall be well mixed in the manufacturing process and shall be properly ground when incorporating the pigments in order to conform to the requirements as specified.
- C. The paint shall not liver, thicken, curdle, gel, settle excessively, or otherwise show any objectionable properties while in storage and in use. It shall be readily re-mixed manually to smooth, uniform consistency throughout and during application.
- D. The paint shall dry on a road surface to a strongly adherent film that will not turn dark in sunlight or show appreciable discoloration with age. It shall be easily and uniformly applicable with mechanical line-marking equipment and shall have excellent covering properties. The paint shall be suitable for binding glass beads so as to produce a highly weather and wear resistance traffic line.
- E. All work by the Contractor is to comply with all Federal, State, and local statutes, regulations, ordinances, rules or permitting requirements including, but not limited to, the specifications of the manual for Uniform Traffic Control, U.S. Department of Transportation, Federal Highway Administration, and the State of Maine Department of Transportation.

APPLICATION

- A. This paint must be reflectorized for night visibility by adding reflective spheres before the paint dries or sets, by using drop-on or pressurized methods. The reflective spheres shall be evenly dispersed on wet paint film of 15 ± 1 mils (110-115 square feet per gallon) at a rate of 6 pounds per gallon.
- B. The lines shall be applied with airless or air assisted spray equipment so as to have the paint at a temperature of 150°F maximum in the heat exchanger and 120-140°F at the spray nozzle. The maximum no-tracking time shall not be exceeded when the pavement temperature is greater than 50°F, under humidity conditions of 80% or less on dry pavement.

PAINT COMPOSITION

- A. The composition of **white** paint shall comply with the following:
 - 1. The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. It shall consist of Rohm Haas Fastrack 3427, or an equivalent, pre-approved by the City of South Portland. (The City of South Portland will, as its option, assure that the specified binder is used).
 - 2. Titanium Dioxide (ASTM D1394), Rutile Type II 1 lb./gal. Min.
 - 3. Pigment (ASTM D3723), by weight 58% Min., 62% Max.
 - 4. Total non-volatile (ASTM D2697) 76% Min. by weight
62% Min. by vol.
 - 5. Total non-volatile in vehicle 42% Min. by weight
 - 6. Lead (ASTM D3335) 0.00% Max.
 - 7. VOC (ASTM D3960) 1.25 lb./gal. (150g/l)
Max.
 - 8. Weight per gallon (ASTM D1475) 14.0 ± 0.3 pounds
 - 9. pH of the paint 9.6 Min.
 - 10. The paint shall be rated as non-combustible. The closed cup flash point shall not be less than 140°F.
 - 11. Chromium 0.0001% Max.
- B. The composition of the **yellow** paint shall comply with the following:
 - 1. The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. It shall consist of either Rohm Haas E2706, Dow TR211, or a pre-approved equivalent. The yellow pigment shall be Yellow #65 or Yellow #75. It shall consist of either Rohm Haas Fastrack 3427, or Dow DT-250 or an equivalent.
 - 2. Titanium Dioxide (ASTM D1394), Rutile Type II 0.2 lb./gal. Max.
 - 3. Pigment (ASTM D3723), by weight 58% Min., 62% Max.
 - 4. Total non-volatile (ASTM D2697) 76% Min. by weight

5.	Total non-volatile in vehicle	62% Min. by vol. 42% Min. by weight
6.	Lead (ASTM D3335)	0.00% Max.
7.	VOC (ASTM D3960)	1.25 lb./gal. (150g/l) Max.
8.	Weight per gallon (ASTM D1475)	13.6 ± 0.3 pounds
9.	pH of the paint	9.6 Min.
10.	The paint shall be rated as non-combustible. The close cup flash point shall not be less than 140°F.	
11.	Chromium	0.0001% Max.

DETAILED REQUIREMENT

- A. Viscosity: The paint viscosity shall not be less than 78 nor more than 95 Krebs units at 77°F when tested according to ASTM D562.
- B. Condition in container: The paint as received shall show no livering, skinning, mold growth, putridness, corrosion of the container, or hard settling of the pigment. Any settling shall be readily dispersed when stirred by hand with no persistent foaming.
- C. Grind: The fineness of grind shall not be less than 2 N.S.U. when tested according to ASTM D1210.
- D. Drying Time: The paint shall dry in not more than 10 minutes at 77°F when tested according to ASTM D711 and drawn down to a wet film thickness of 15 mils.
- E. Color: The **white** traffic paint shall match Federal Test Standard 595 No. 37886. It shall not discolor in sunlight and shall maintain its light-fastness throughout the life of the paint (approximately two years). For **yellow** the color shall closely match Federal Test Standard 595 No. 33538. Color determination shall be made without bead at least 24 hours after application.
- F. Flexibility: The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952D, Section 4.5.5, using a ½" mandrel bend.
- G. Dry Opacity: The paint shall have a minimum contrast ratio of 0.96 when applied at a wet film thickness of 5 mils when tested according to ASTM D2244.
- H. Daylight Reflectance: The daylight directional reflectance of the white paint shall not be less than 85% and not less than 50% for yellow (relative to magnesium oxide) when measured in accordance with Federal Test Method No. 141c.

- J. Bleeding: The paint shall have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Spec. TT-P-1952D.
- K. Scrub Resistance: The paint shall pass 300 cycles when tested in accordance with ASTM D-2486.
- L. Freeze-thaw Stability: The paint shall show no change in consistency greater than 10% when tested in accordance with TT-P-1952D.
- M. No Track Time: The paint shall dry to a no-tracking condition in no more than 75 seconds. The no-tracking condition shall be determined by actual application on the pavement at a wet film thickness of 15 mils (381 microns) with white or yellow paint covered with glass beads at a rate of 6 pounds per gallon (719 grams per liter). The paint lines for this test shall be applied with the striping equipment operated so as to have the paint at temperatures up to 140°F (60°C) at the spray orifice. This maximum tracking time shall not be exceeded when the pavement temperature varies from 50°F (10°C) to 120°F (49°C), and under humidity conditions of 80% or less providing that the pavement is dry. The no-tracking time shall be determined by passing over the paint line 75 seconds after paint application, in a simulated passing maneuver at a constant speed of 30 to 40 miles per hour (48 to 64 kilometers per hour) with a passenger car. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of approximately 50 feet (15.3 meters) from the point where the test vehicle has crossed the line shall be considered as showing no tracking and conforming to the requirement for field drying conditions. This field dry time test shall be used for production samples only.
- N. Heat Stability: The paint shall show no coagulation, discoloration, or change in consistency greater than ten (10) Krebs Units when tested in accordance with TT-P-1952D.
- O. Dry Through (Early Washout): A 15 mil wet film of the paint placed immediately in a humidity chamber maintained at $72.5^{\circ}\text{F} \pm 2.5^{\circ}\text{F}$ and $90\% \pm 3$ relative humidity shall have a “dry-through” time less than or equal to the specifier’s laboratory reference paint film when tested in accordance with ASTM D1640, except that the pressure exerted will be the minimum needed to maintain contact between the thumb and film.
- P. Storage Stability: When stored in a three-quarters filled can for a period of thirty days, the paint shall be in a homogenous state with no skinning, curdling, hard settling, or caking that cannot be readily re-mixed.

SAMPLING AND INSPECTION

- A. Each bidder shall submit a paint formula. The paint manufacturers shall submit to the City of South Portland a batch formula in weight proportions and total gallons

per batch prior to the award of the bid. The formula shall be in generic terms rather than trade names. After the paint has been manufactured, a certified batch analysis shall also be sent to the City of South Portland.

- B. The authorized City of South Portland inspector shall have free access to the manufacturing plant for sampling, inspecting, and testing the raw materials entering into the paint and for observing the weighting of the raw materials going into the batches and the process of the manufacture. The manufacturer shall furnish every reasonable facility for sampling and testing and for sealing the containers of the paint samples before and during manufacture. Samples adequate for testing shall be furnished free of charge by the manufacturer. Random samples at the manufacturing plant or at the point of delivery may be subjected to both chemical and physical analysis and if found to be of unsatisfactory quality, the materials they represent will be rejected. The methods of analysis shall be those approved by the "American Society for Testing and Materials" or otherwise specified in the applicable material specifications.

TESTING

- A. The Public Works Director will conduct random tests to assure proper paint and bead thickness. Any area found to be failing this test will be repainted at the contractor's expense, or an amount mutually agreed upon by vendor and City will be deducted from the corresponding invoice. It shall be the responsibility of the Director to arrange testing for paint thickness and bead quantity to meet the specifications of this bid. The City will cover any costs for tests unless the test fails, in which case the vendor will be responsible for payment.

NOTE: The use of any materials that do not conform to these work standards, constitutes a material breach of the contract, which may, in the discretion of the City result in termination of the contract and /or removal of the material at once by the contractor at the contractors expense. If the contractor fails to remove the materials, the City may do so or hire someone else to do so, and the costs to the City shall be paid by the contractor. The City reserves the right to reduce payment by the amount of costs it incurred to remove the materials. The contractor also agrees to indemnify the City for all costs incurred in the removal including, but not limited to, cost of collection and reasonable attorneys' fees.

II. SPECIFICATION FOR ADHERENCE COATED GLASS BEADS FOR REFLECTORIZED TRAFFIC-MARKING PAINT

SCOPE

- A. This specification is intended to cover glass beads for application in waterborne traffic paint for the production of a reflective surface to improve the night visibility of the paint film. The coating shall be such that these beads will give the best initial and long-term performance to produce a highly reflective traffic paint line.

- B. The beads shall be manufactured from glass of a composition designed to be highly resistant to traffic wear and to the effects of weathering.

MATERIAL

- A. The beads shall conform to the following requirements:
1. The beads shall be spherical in shape, and shall not include more than 20 percent of irregularly shaped particles. They shall be essentially free of sharp angular particles, and particles showing milkyiness or surface scoring or scratching. At least 80 percent of the spheres shall be true spheres when testing in accordance with A.S.T.M. Method of Test D-1155, "Method of Test for Determining Roundness of Glass Spheres."

GRADATION

- A. The beads shall conform to the following gradation when tested in accordance with A.S.T.M. Method of Test D-1214, "Method of Test for Sieve Analysis of Glass Beads." The beads shall meet the following gradation requirements:

U.S. Standard Screen	% Passing
20	100
30	80-95
50	15-35
100	0-5
200	0-1

INDEX OF REFRACTION

- A. The beads shall show an index of refraction within the range of 1.50 to 1.60.

SILICA CONTENT

- A. The Silica (SiO₂) content of the glass spheres shall not be less than sixty (60) percent.

ADHERENCE COATING TEST

- A. The beads shall be coated with an adherence coating deigned to interact and adhere to the film as well as be of such size, shape, and character as to facilitate their embedment in the freshly applied binder film.

NOTE: The use of any materials that do not conform to these work standards, constitutes a material breach of the contract, which may, in the discretion of the City result in termination of the contract and /or removal of the material at once by the contractor at the contractors expense. If the contractor fails to remove the materials, the City may do so or hire someone else to do so, and the costs to the City shall be paid by the contractor. The City reserves the right to reduce payment by the amount of costs it incurred to remove the

materials. The contractor also agrees to indemnify the City for all costs incurred in the removal including, but not limited to, cost of collection and reasonable attorneys' fees.

III. ROAD STRIPING SPECIFICATIONS

WORK STANDARDS

A. The following statements represent minimum standards for the execution of the work.

1. Paint shall not be diluted and, when applied, shall have a minimum thickness of 15 mils. Tests will be taken each line striping session to check for the required 15 mil paint thickness. If any test measures less than the required 15 mil thickness, the contractor shall not be paid for the striping completed that session, and the contractor shall re-strip the work completed that session at no additional cost to the City.

2. The centerline truck mounted unit shall be manufactured by a commercial company and shall be capable of the following:

a. Be able to apply more than one line simultaneously.

b. Have a 400-gallon material capacity.

c. To apply reflectorized beads (6 lbs. per gallon), under pressure, to the painted line.

d. Have a truck-mounted meter that is capable of recording the actual amount of linear feet striped. Approximations by the contractor will not be acceptable and, in the event of discrepancies in the number of feet striped the contractor, at the discretion of the municipality, may not be entitled to payment for un-metered work.

B. Safety vehicles accompanying the line striper will consist of at least one vehicle with flashing beacons, with the last vehicle having a flashing directional arrow. All vehicles will display signs indicating line painting in progress.

C. All handicap symbols shall be of standard State of Maine size unless otherwise requested by the City.

D. Arrows shall be of standard State of Maine size unless otherwise requested by the City and accomplished by applying the material with a standard machine manufactured by a reputable company.

E. Stop bars markings will be 12" wide and placed where directed by the City.

F. Crosswalks with diagonals shall consist of two 6" wide parallel lines spaced six feet apart with 6" wide diagonal line place at 45 degrees to the parallel lines with 24" between diagonal lines.

G. Crosswalks without diagonals shall consist of two 6" wide parallel lines spaced six feet apart.

H. Any required curbing painting as directed by the City will be either hand sprayed or sprayed by machine and reflectorized.

I. All paint and materials to be used for pavement markings shall be submitted to the Director of Public Works for approval prior to application.

A. All letters, numerals and symbols should be in conformance with the Standard Alphabets for Highway Signs and Pavement Markings or as approved by the City.

B. Four inch solid lines shall be continuous and have a paint thickness of 15 mils. The location of the lines shall be as directed by the City. Lines shall have glass beads applied at a rate of 6 lbs. per gallon.

K. Four inch line with skip shall have a segment to gap ratio of 3:1 unless otherwise directed by the City. The segment length shall not be longer than ten feet. Lines shall have glass beads applied at a rate of 6 lbs. per gallon.

C. All crosswalks, stopbars, letters, direction arrows and symbols shall be reflectorized using 4.5 lbs. of glass beads per gallon.

MEASUREMENT AND PAYMENT

A. Four, Five, Six, Eight, and Ten Inch Solid, White or Yellow lines shall be paid by the linear foot as measured in place, rounded to the nearest foot. Areas where the paint thickness is less than 15 mils will not be considered for payment.

B. Four Inch Single with Skip shall be paid by the linear foot as measured in place, including gap areas.

C. Granite or Bituminous Curbs shall be paid by the linear foot as measured in place, rounded to the nearest foot.

D. Crosswalks with diagonals shall be paid by the linear foot as measured in place rounded to the nearest foot which shall include both parallel 6" line and all diagonal lines.

E. Crosswalks without diagonals shall be paid by the linear foot as measured in place rounded to the nearest foot shall include both parallel 6" lines.

F. Stoplines shall be paid by the linear foot as measured in place to the nearest foot.

G. All Handicap Symbols, Direction Arrows, and Symbols shall be paid on a per each basis.

Note: The City reserves the right to increase or decrease the amount of work performed by the Contractor. Any change in quantities of work performed shall be paid at the unit prices quoted within the bid proposal.